

STATE OF INDIANA) IN THE HAMILTON SUPERIOR COURT
) SS:
 COUNTY OF HAMILTON) CAUSE NO. 29D01-0811-PL-1489

STATE OF INDIANA,)
)
 Plaintiff,)
)
 v.)
)
 JONATHAN STOWE, individually and)
 doing business as Champion Martial Arts)
 of Carmel, Inc., Champion Martial Arts)
 of Noblesville, Inc., Champion Martial)
 Arts of Noblesville LLC, CMA of)
 Noblesville LLC, Champion Fitness, Inc.,)
 Champion Martial Arts of Zionsville LLC,)
 Champion Martial Arts of Zionsville, Inc.,)
 Stowe Industries LLC, Stowe Industries)
 Incorporated and Family Karate,)
 CHAMPION MARTIAL ARTS OF)
 CARMEL, INC., CHAMPION MARTIAL)
 ARTS OF NOBLESVILLE, INC.,)
 CHAMPION MARTIAL ARTS OF)
 ZIONSVILLE LLC and STOWE,)
 INDUSTRIES INCORPORATED)
)
 Defendants.)

FILED
 FEB 2 2009
Ray Beaman
 CLERK OF THE
 HAMILTON SUPERIOR COURT

**AMENDED COMPLAINT FOR INJUNCTION, CONSUMER RESTITUTION,
 COSTS, AND CIVIL PENALTIES**

The State of Indiana, by Attorney General Greg Zoeller and Deputy Attorney General Thomas Irons, petitions the Court pursuant to Indiana's Health Spa Services Act, Indiana Code § 24-5-7-1 *et seq.*, and Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-1 *et seq.*, for injunctive relief, consumer restitution, investigative costs, civil penalties, and other relief.

PARTIES

1. The Plaintiff, State of Indiana, is authorized to bring this action and to seek

injunctive and other statutory relief pursuant to Ind. Code § 24-5-0.5-4(c).

2. Defendant, Champion Martial Arts of Carmel, Inc. (hereinafter individually referred to as “CMA-Carmel”), at all times relevant to this Amended Complaint was a domestic corporation regularly engaged in the solicitation and sale of health spa goods and services, including but not limited to martial arts instruction and equipment, to Indiana consumers. CMA-Carmel maintained a principal place of business in Hamilton County at 14598 Clay Street Boulevard, Carmel, Indiana 46032.

3. Defendant, Champion Martial Arts of Noblesville, Inc. (hereinafter individually referred to as “CMA-Noblesville, Inc.”), at all times relevant to this Amended Complaint was a domestic corporation regularly engaged in the solicitation and sale of health spa goods and services, including but not limited to martial arts instruction and equipment, to Indiana consumers. CMA-Noblesville, Inc., maintained a principal place of business in Hamilton County at 9625 East 150th Street, Noblesville, Indiana 46060 and/or 15532 Lockport Drive, Westfield, Indiana 46074.

4. Defendant, CMA of Noblesville LLC (hereinafter individually referred to as “CMA-Noblesville LLC”), at all times relevant to this Amended Complaint was a domestic limited liability company regularly engaged in the solicitation and sale of health spa goods and services, including but not limited to martial arts instruction and equipment, to Indiana consumers. CMA-Noblesville LLC maintained a principal place of business in Hamilton County at 9625 East 150th Street, Noblesville, Indiana 46060.

5. Defendant, Champion Martial Arts of Zionsville LLC (hereinafter individually referred to as “CMA-Zionsville”), at all times relevant to this Amended Complaint was a domestic limited liability company regularly engaged solicitation and sale of health spa goods

and services, including but not limited to martial arts instruction and equipment, to Indiana consumers. CMA-Zionsville maintained a principal place of business in Hamilton County (near the border with Boone County) at 4400 Weston Pointe, Zionsville, Indiana 46077.

6. Defendant, Stowe Industries Incorporated (hereinafter individually referred to as "Stowe Industries"), at all times relevant to this Amended Complaint was a domestic corporation regularly engaged in the solicitation and sale of health spa goods and services, including but not limited to martial arts instruction and equipment, to Indiana consumers. Stowe Industries maintained a principal place of business in Hamilton County at 15532 Lockport Drive, Westfield, Indiana 46074.

7. Defendant Jonathan Stowe individually and doing business as Champion Martial Arts of Carmel, Inc., Champion Martial Arts of Noblesville, Inc., Champion Martial Arts of Noblesville LLC, CMA of Noblesville LLC, Champion Fitness, Inc., Champion Martial Arts of Zionsville LLC, Champion Martial Arts of Zionsville, Inc., Stowe Industries LLC, Stowe Industries Incorporated, Family Karate (hereinafter individually referred to as "Stowe") at all times relevant to this Amended Complaint was an individual regularly engaged in the solicitation and sale of health spa services, including but not limited to martial arts classes, training and equipment, to Indiana consumers. Stowe was the president of CMA-Carmel, a director of CMA-Noblesville, Inc., the registered agent for CMA-Noblesville LLC, a principal of Stowe Industries which, in turn, is the registered agent for CMA-Zionsville and Stowe resided in Hamilton County at 15532 Lockport Drive, Westfield, Indiana 46074.

8. At all times relevant to this Amended Complaint, Stowe was the controlling principal and owner and CMA-Carmel, CMA-Noblesville, CMA-Zionsville and Stowe Industries, and was active in its management and operations. As controlling principal and

owner, Stowe controlled and directed the affairs of the aforementioned entities, including advertising and sales practices, and has used the entities for the purpose of misleading and deceiving Indiana consumers as set forth herein.

9. When, in this Amended Complaint, reference is made to any act of CMA-Carmel, CMA-Noblesville, CMA-Zionsville, Stowe Industries and/or Stowe (hereinafter collectively referred to as "Defendants"), such allegations shall be deemed to mean that the principals, agents, representatives, or employees of Defendants did or authorized such acts to be done while actively engaged in the management, direction, or control of the affairs of Defendants and while acting within the scope of their duties, employment, or agency.

10. On April 17, 2007, Stowe, *inter alia*, entered into a Consent Decree with the State of Indiana in St. Joseph Superior Court to resolve claims brought against him arising from allegations by the State of violations of the Indiana Health Spa Services Act, Indiana Code § 24-5-7-1, *et seq.* and the Indiana Deceptive Consumer Sales Act, Indiana Code § 24-5-0.5-1, *et seq.* A true and correct copy of the Consent Decree is attached and incorporated by reference as Exhibit "A".

11. Pursuant the Consent Decree, Stowe and his agents, representatives, employees, successors, and assigns, *inter alia*, were enjoined from violating various provisions of the Acts referred to above, and were required to provide consumers with a refund policy and adhere to certain cancellation procedures, among other relief. *See* Exhibit "A" at paragraphs 5 and 6.

12. Beginning on or about 2006, Defendants began the process of searching for commercial space in and around central Indiana to conduct various business endeavors, including tanning salons, children's fitness enters and facilities for martial arts classes and training, and they subsequently entered into several leases in connection therewith.

13. On or about December 2005, Defendants entered into a lease for commercial space located in the Carmel Clay Terrace Mall at 14598 Clay Terrace Boulevard, Suite 160, Hamilton County, Carmel, Indiana 46032 (hereinafter the "Carmel Location").

14. The commercial space referred to in paragraph 13 was to be used for martial arts classes and instruction began on or about July 2006.

15. Defendants negotiated the lease referred to in paragraph 13 such that they would receive sizeable up front money (approaching \$100,000) from the lessor in exchange for higher rents over time.

16. The monthly minimum rent payments on the lease referred to in paragraph 13 was approximately \$6,500, representing an annual rate of approximately \$20 per square foot.

17. Between October 2007 and March 2008, Defendants entered into three leases for three commercial spaces located at the Noblesville Fishers Community Center 9625 East 150th Street, Hamilton County, Noblesville, Indiana 46038 (hereinafter the "Noblesville Location").

18. The three commercial spaces referred to in paragraph 17 were to be used for martial arts classes and instruction, a children's fitness center, and a food court, respectively.

19. Defendants negotiated the leases referred to in paragraph 17 such that they would receive sizeable up-front money exceeding \$100,000 from the lessor in exchange for higher rents over time.

20. The initial minimum rents for the three commercial spaces referred to in paragraph 17 were: \$5,565.00 per month, representing an annual rent of approximately \$21.00 per square foot for the martial arts' instruction space; \$6,394.50 per month, representing an annual rent of approximately \$14.00 per square foot for the children's fitness center; and \$950.00

per month, representing an annual rent of approximately \$15.00 per square foot for the food court.

21. On or about November 2007, Defendants entered into two leases for two commercial spaces located at the Weston Pointe Shoppes, 4400 Weston Point Drive, Hamilton County, Zionsville, Indiana 46077 (hereinafter the "Zionsville Location").

22. The two commercial spaces referred to in paragraph 21 were to be used for martial arts classes and instruction and a tanning salon, respectively.

23. Defendants negotiated the leases referred to in paragraph 21 such that they would receive sizeable up-front money from the lessor in exchange for higher rents over time.

24. The initial minimum rent for the commercial space to be used for martial arts instruction was \$6,133.33 per month, representing an annual rent of approximately \$23.00 per square foot.

25. Defendants entered into and or executed one or more of the leases referred to above under the names of unregistered and/or non-existent entities.

The Carmel Location

26. At the Carmel Location, Defendants were, upon information and belief, sued by the lessor in September of 2007 in connection with Defendants' failure to meet lease duties, including Defendants failure to pay rents.

27. Around this time Defendants incurred additional debt obligations and upfront moneys at the Zionsville and Noblesville Locations as set forth above.

28. Subsequent to September 2007, Defendants received additional warnings related to its debt obligations at the Carmel Location from the lessor.

29. In 2008, Defendants failed to pay their Carmel Location employees.

30. Defendants, including Stowe, intentionally and without any notice to consumers, closed the Carmel Location on or about October 30, 2008 after removing items of value.

31. Defendants, including Stowe, told at least one employee months before the Carmel Location's closing that it was going to close, and yet during this time, Defendants, including Stowe, solicited consumers and entered into contracts for multi-year martial arts instruction with consumers who were enticed into paying large sums of upfront money to Defendants.

32. During the course of its operations at the Carmel Location, Defendants solicited and received substantial funds from Indiana consumers, as detailed below.

33. During the course of its operations at the Carmel Location, Defendants told consumers Defendants' credit card processing equipment was broken to force consumers to pay via personal check.

34. Instead of using consumer funds for proper purposes, Defendants, specifically including Stowe, used the money to pay past business and personal debts with no regard to future obligations to consumers who paid significant up front money to Defendants for martial arts instruction and equipment.

35. Upon information and belief, Defendants closed the Carmel location in an attempt to avoid past obligations and debts; including those owed to consumers they solicited and contracted with.

36. Upon information and belief, there are approximately 30-40 consumers affected by the sudden and intentional closing of the Carmel Location by the Defendants.

The Noblesville Location

37. Upon information and belief, Defendants incurred substantial additional debt obligations in connection with the leases at the Noblesville Location.

38. Defendants failed to use the up front money paid by the lessee at the Noblesville Location for proper purposes, for example Defendants contracted for work and equipment related to Defendants' businesses but failed to pay for the work and equipment.

39. Defendants operated the Noblesville Location from on or about November 2007 to on or about mid-September 2008 and during the course of its operations at the Noblesville Location, Defendants solicited and received substantial funds from Indiana consumers, as detailed below.

40. Instead of using the up front money from the lessor and consumer funds for proper purposes, Defendants, specifically including Stowe, used the money to pay past business and personal debts with no regard to future obligations to consumers who paid significant up front money to Defendants for multi-year martial arts instruction and equipment.

41. Additionally, Defendants, including Stowe, used the funds for personal expenses, and upon information and belief, Stowe personally used significant funds to lease a new BMW M3 and take an extended Caribbean vacation with his girlfriend, among other things.

42. In connection with the commercial space that was to be used for the children's fitness center, Defendants failed to order and/or pay for the necessary equipment, yet Defendants, including Stowe, directed its agents and employees to solicit, represent and contract with consumers knowing the business could not and would not open and operate as represented.

43. Upon information and belief, Defendants, including Stowe, never intended on operating the children's fitness center or food court at the Noblesville Location; instead they

entered into lease transactions as a means to obtain up front money to use for non-business related debts, among other things.

44. On or before March 2008, Defendants, including Stowe, received formal warnings regarding eviction from the lessor of the Noblesville Location which the Defendants ignored.

45. In 2008, Defendants often failed to pay their Noblesville employees.

46. Defendants intentional actions detailed above led to a *de facto* eviction of Defendants at the Noblesville Location on or about September 2008.

47. In the months leading up to the closing of the Noblesville Location, Defendants, including Stowe, solicited consumers and entered into contracts with consumers who were enticed into paying large sums of upfront money to Defendants who were aware of the impending eviction.

48. Upon information and belief, there are dozens of affected consumers at the Noblesville Location.

The Zionsville Location

49. Upon information and belief, Defendants incurred substantial additional debt on and after entering the leases at the Zionsville Location.

50. Defendants failed to use the up front money paid by the lessee at the Zionsville Location for proper purposes and, upon information and belief contracted for work and equipment related to Defendants' businesses but failed to pay for it.

51. During the course of its operations at the Zionsville Location from on or about March 2008 to on or about August 2008, Defendants solicited and received substantial funds from Indiana consumers, as detailed below.

52. Instead of using the up front money from the lessor and consumer funds for proper purposes, Defendants, specifically including Stowe, used the money to pay past business and personal debts with no regard to future obligations to consumers who paid significant up front money to Defendants for multi-year martial arts instruction.

53. Defendants used the funds for personal expenses, and upon information and belief, Stowe personally used significant funds lease a new BMW M3 and take an extended Caribbean vacation with his girlfriend, among other things.

54. Defendants, including Stowe, received formal warnings regarding eviction from the lessor of the Zionsville Location which Defendants chose to ignore and continued to solicit and contract with consumers for multi-year martial arts instruction paid up front.

55. In 2008, Defendants often failed to pay their Zionsville Location employees.

56. On information and belief, during the course of operating the Zionsville Location, Defendants, including Stowe, cashed checks drawn upon Defendants' line of credit where the credit limit had already been exhausted.

57. Defendants intentional actions detailed above led to a *de facto* eviction of Defendants from the Zionsville Location on or about late August or early September 2008.

58. Defendants, including Stowe, told at least one employee months before the Zionsville Location's closing that it was going to close, and yet during this time, Defendants, including Stowe, solicited consumers and entered into contracts with consumers who were enticed into paying large sums of upfront money to Defendants.

59. Upon information and belief, there are at least 10 affected consumers at the Zionsville Location.

60. By the time the Zionsville Location began its operations, Defendants, notwithstanding past and other present debt obligations, had incurred minimum (excluding common areas obligations) monthly rent obligations at their three martial arts' locations of over \$18,000.

61. At all times relevant to this Amended Complaint, Defendants, including Stowe, directed their agents and employees to refrain from referring or telling consumers that Stowe was an owner of any of the three martial arts locations.

62. Upon information and belief, in late October 2008, Stowe left the Indianapolis area for parts unknown in an attempt to avoid, among other things, his obligations to dozens of innocent consumers and their children, supported in part by the money he wrongfully obtained from them.

63. Plaintiff may amend its Amended Complaint to add many more affected consumers as well as any additional defendants in the normal course.

Defendants' Marketing and Solicitation Practices

64. At least since November 2006, Defendants have engaged in providing martial arts instruction and equipment to Indiana consumers, with an emphasis on children, and represented the physical and personal benefits of membership in Defendants' program to include physical development, weight loss, and increased flexibility.

65. At all times relevant to this Amended Complaint, Defendants have solicited and marketed to potential customers by direct mail of informational flyers and brochures, newspaper advertising and in-store distribution of informational materials, among other methods.

66. Defendants' marketing materials represent that they are a member of the "National Association of Martial Artists" and that their instructors are "nationally certified" are receive "continued training on the latest motivation and teaching systems for children".

67. Upon information and belief, at all times relevant to this Amended Complaint, Defendants solicited consumers with a 30 day "free" trial membership.

68. As part of Defendants' solicitation practices, potential consumers are evaluated by Defendants and a "Personal Analysis" form is completed and signed by the potential consumer or his/her parent or guardian. An exemplary copy of Defendants' "Personal Analysis" form ("Personal Analysis") is attached and incorporated by reference as Exhibit "B."

69. Defendants' "Personal Analysis" form contains the preprinted statement, "I understand there is a no refund policy on any monies I will pay to Champion Martial Arts".

70. Indiana's Health Spa Services Act, Ind. Code § 24-5-7-1 *et seq.*, provides buyers of health spa services with a three day right to cancel health spa services contracts. The Act further provides that any waiver by the buyer of part or all of the act is void and unenforceable.

71. An additional element of Defendants' solicitation practices was a PowerPoint® slide-show (the "Introduction") that described Defendants' various programs and pricing and was typically shown to each consumer.

72. Defendants offered various three-year martial arts training programs primarily directed at young children, including "Lil' Dragons", "Little Dragons Family" "Karate for Kids", "Black Belt Club", "Team XMA", "Leadership", and "Leadership Family" among others.

73. Defendants used the Introduction as one of the means to convince consumers to pay up front for contracts of a typical three year term.

74. For all of the programs solicited, Defendants represented to consumers that if they paid up front, they would receive a 20% discount plus free equipment. Attached as Exhibit "C" are true and correct excerpts taken from the Introduction which illustrate Defendants' solicitations for up front payments.

75. Upon information and belief, during the Introduction, Defendants represented that for at least one of the programs, if a consumer paid up front, a *pro rata* refund was available if certain goals were met prior to the three year term of the contract.

76. Upon information and belief, Defendants were aware that the vast majority of consumers would never timely complete the program.

77. Upon information and belief, during the Introduction, Defendants represented that consumers who paid up front would receive free training and equipment replacement upon the expiration of the three year term of the contract.

78. The Introduction also served as the means of referencing an entity called ASF International, Inc. (hereinafter "ASF").

Defendants' Membership Agreements/Contracts

79. Typically, when a consumer was ready to complete a transaction, Defendants would present the consumer with a "membership agreement" form on ASF letterhead. A true and correct copy of the form Defendants used is attached and incorporated by reference as Exhibit "D".

80. The document itself does not clearly identify Defendants as a contracting party, refers to "credit", "consumer credit contract", default and late payments, late and return fees, penalties, and interest.

81. The document fails to define or explain how many of the payments, interest, penalties or fees are calculated and represents that balances are to be paid to ASF.

82. The document created a belief in consumers minds that ASF was either the entity with which the consumer was contracting with, or that ASF was closely affiliated with Defendants and that a consumer's obligations flow to either ASF, Defendants or both.

83. All consumers' contracts provided for cancellation if any one of Defendants' facilities (Carmel, Noblesville or Zionsville) closed, since each Location was more than 5 miles from each other Location.

84. While the exact role of ASF in connection with Defendants' transacting with consumers is not presently clear, upon information and belief, ASF served as a payment processor for some of the Defendants, identified as Schools #7417 (the Carmel Location), #8329 (the Noblesville Location), and #8474 (the Zionsville Location).

85. While the exact role of ASF in connection with Defendants' transacting with consumers is not presently clear, upon information and belief, ASF did not serve as a collection agency and did not provide a credit line to Defendants or involve an assignment of rights to payment from any of the membership agreements/contracts consumers entered into with Defendants.

86. Defendants, including Stowe, directed their agents and employees to represent the benefits of up front payment by emphasizing the "extra" costs of paying month to month and other obligations to ASF.

87. Upon information and belief, on at least one occasion, Defendants, including Stowe, contacted consumers who had opted to pay monthly and represented themselves as agents of ASF to encourage consumers to opt for up front payment.

88. Upon information and belief, on at least one occasion, Defendants, including Stowe, represented themselves as agents of ASF to consumers who had expressed an interest to cancel a contract/membership agreement.

89. Between July 2007 and late September 2008, Defendants, including Stowe, filed no less than 8 claims against consumers in the Small Claims Court of Hamilton County.

90. Without any authority from ASF, Defendants, including Stowe, filed under ASF's name.

91. At times relevant to this Amended Complaint, in soliciting, contracting and otherwise transacting with consumers, Defendants, including Stowe, used and referred to ASF and a "corporate" office as a means and in ways intended to mislead consumers into among other things, paying Defendants up front for martial arts instruction and equipment.

92. Indiana's Health Spa Services Act, Ind. Code § 24-5-7-1 *et seq.*, provides that contracts entered into upon reliance of any willfully or fraudulently disseminated information, representation, notice, or advertisement of the seller is void and unenforceable.

93. Upon information and belief, Defendants ran a "Ponzi scheme", in that present payments by consumers for martial arts instruction and equipment were used to pay past debts, and payments were taken for such goods and services by Defendants knowing they would never be provided.

94. Defendants purposely interchanged and substituted their corporate, legal, assumed, and fictitious names when soliciting and transacting with consumers, including those

identified below, so as to confuse the consumers regarding the actual entity with which they were dealing.

95. Stowe has ignored, controlled, and manipulated the corporate and other legal forms of his companies in an attempt to mislead and deceive consumers.

96. Upon information and belief and at all times relevant to this Amended Complaint, Defendants were undercapitalized and Stowe commingled other Defendants' funds with his own and otherwise conducted his personal and other Defendants' businesses as one.

97. Pursuant to Ind. Code § 23-1-26-3, a shareholder may become personally liable by reason of the shareholder's own acts or conduct.

98. Pursuant to Ind. Code § 23-18-3-3, a member, manager, an agent, or an employee of a limited liability company may become personally liable for the person's own acts or conduct.

99. Piercing the corporate, LLC or other legal form to hold Stowe personally responsible for the actions of the corporations and companies he controls is necessary to prevent misuse of the corporate form and to prevent injustice to consumers.

100. Upon information and belief, Stowe used payments by consumers to cover personal expenses unrelated to Defendants' business.

101. Since at least November 2006, Defendants have entered into contracts with Indiana consumers, including those identified below, wherein the Defendants represented they would provide martial arts instruction services and/or products, some of which has been described above.

Consumers Affected by Defendants' Misconduct: The Carmel Location

102. Based upon the Defendants' representations, the following Indiana consumers

purchased health spa services, including but not limited to martial arts instruction and equipment from Defendants at Defendants' Carmel Location, often paying in full for multi-year contracts beginning on the following date or dates and paying the following amounts (a true and correct redacted copy of each identified consumer's contract is attached and incorporated by reference as Exhibit "E"):

a.	03/16/07	Gwen & Derrick Kuhns of Westfield, IN	\$4,549.00;
b.	07/05/08	Srini & Ugandahr Ygaanti of Westfield, IN	\$2,925.00;
c.	08/11/07	Angela Rabb of Carmel, IN	\$4,549.00;
d.	09/25/07	Ryan Hand of Westfield, IN	\$5,527.00;
e.	03/31/07	Joseph & Jennifer Matura of Carmel, IN	\$6,211.00;
f.	09/17/07	Jill Cary of Westfield, IN	\$3,500.00;
g.	07/08/08	Kristin & Kirke Willing of Westfield, IN ,	\$3,649.00;
h.	02/11/08	Cynthia & Jason Richmond of Carmel, IN	\$2,948.00;
	08/12/08		
i.	04/16/08	Ashley Knott of Westfield, IN	\$1,839.00;
j.	10/09/07	A. Elliot Archer of Carmel, IN	\$3,420.00;
k.	08/31/07	Juan Rivera of Carmel, IN	\$4,788.00;
l.	01/12/08	Dheeraj Singh of Carmel, IN	\$3,969.80;
	04/18/08		
m.	11/09/07	Nicole Primavera of Fishers, IN	\$3,600.00;
n.	02/06/08	Monica Mishra of Westfield, IN	\$3,059.00;
o.	06/18/08	Bruce & Maria Siegmann of Carmel, IN	\$7,299.00;

p.	11/24/07	Annabelle Ward of Westfield, IN	\$6004.00;
	12/08/07		
q.	08/02/08	Roy Holcomb of Carmel, IN	\$3,600.00;
r.	03/09/08	Robert Foraker of Carmel, IN	\$4,480.00;
s.	01/13/07	Krishna Ankaraju of Carmel, IN	\$5,074.00;
	09/13/08		
t.	01/05/08	Nagajothi Manoharan of Westfield, IN	\$3,469.00;
u.	02/02/08	Ed Turton of Carmel, IN	\$6,598.00;
v.	03/18/08	Sanjay Patel of Carmel, IN	\$5,995.00;
	07/05/09		
w.	08/28/07	Jun Chen of Westfield, IN	\$5,213.40;
x.	01/16/08	Roxane Menez of Carmel, IN	\$6,850.00;
y.	02/05/08	Gina Salem of Noblesville, IN	\$5,099.00;
z.	07/15/07	Tim Winslow of Carmel, IN	\$5,472.00;
	09/29/07		
aa.	04/25/08	Julie Saxe of Carmel, IN	\$3,748.00;
bb.	10/11/08	Kiran Biddala of Westfield, IN	\$1,723.00;
cc.	07/03/08	Joe Hasto of Westfield, IN	\$5,859.00;
dd.	02/10/08	Randal Garner of Noblesville, IN	\$5,859.00;
ee.	12/20/07	Laurie Anderson of Carmel, IN	\$2,736.00;
ff.	08/17/07	Joe Murphy of Westfield, IN	\$3,600.00;
gg.	07/09/08	Whitney Huddleston of Westfield, IN	\$4,950.00;

hh.	09/11/07	Jeri Hickman of Carmel, IN	\$1,025.29;
ii.	02/11/08	Jason Richmond of Carmel, IN	\$1,474.00;
jj.	08/12/08	Cynthia Richmond of Carmel, IN	\$1,474.00;
kk.	01/07/08	Richard Such of Westfield, IN	\$3,600.00;
ll.	08/31/07	Robert Shaffer of Carmel, IN	\$5,239.00;
mm.	01/23/06	Heather Mullett of Carmel, IN	\$5,200.00;
nn.	12/09/06	Curtis Hale of Cary, NC	\$6,739.00;
oo.	02/13/08	Maurine Schiller of Carmel, IN	\$5,859.00;
pp.	07/19/07	Neil Patel of Carmel, IN	\$6,825.25;
qq.	02/02/08	Annette Suggs of Carmel, IN	\$3,649.00;
rr.	01/13/08	Rebecca Ogle of Carmel, IN	\$8,908.80;
ss.	04/01/08	Lourdes Caballero of Carmel, IN	\$3,649.00;
tt.	07/23/07	Paul Osborne of Westfield, IN	\$7,494.00;
	09/30/07		
uu.	08/21/08	Connie Morley of Carmel, IN	\$3,649.00;
vv.	01/25/08	Mike Cooney of Westfield, IN	\$3,600.00;
ww.	10/02/07	Scott Smith of Carmel, IN	\$2,557.98;
xx.	05/09/08	Noel Paul of Westfield, IN	\$4,800.00;
yy.	05/16/08	Michele & Chris Brown of Carmel, IN	\$5,472.00;
zz.	tbd	Mike & Liz Staton of Carmel, IN	\$1,000.00;
aaa.	11/11/06	Karl Niemiec of Carmel, IN	\$1,800.00;
bbb.	07/09/07	Scott Straton of Carmel, IN	\$4,847.50;
	09/30/07		

ccc.	10/20/07	Timothy Almack of Noblesville, IN	\$6,211.00;
ddd.	08/05/07	David Dickerson of Carmel, IN	\$3,200.00;
eee.	07/15/07	Keith DeVries & Shelby Anderson of Carmel, IN	\$4,891.00; and
fff.	06/03/06	Amy Barker of Westfield, IN	\$2,500.00.

Despite Defendants accepting payments from these consumers for services and/or products to be rendered, Defendants failed to perform or provide the products or services as originally represented and Defendants intentionally and without warning closed the Carmel Location on or about October 30, 2008.

103. As of today's date, Defendants have yet to either complete the represented services as represented and/or provide the products as represented or to provide a refund to those customers identified in paragraph 102 and its sub parts.

Consumers Affected by Defendants' Misconduct: The Noblesville Location

104. Based upon the Defendants' representations, the following Indiana consumers purchased health spa services, including but not limited to martial arts instruction and equipment from Defendants at Defendants' Noblesville Location, often paying in full for multi-year contracts beginning on the following date or dates and paying the following amounts (a true and correct redacted copy of each identified consumer's contract is attached and incorporated by reference as Exhibit "F"):

a.	tbd/08	David Bukowski of Noblesville, IN	\$3,600.00;
b.	01/26/08	Ricardo Tapia of Carmel, IN	\$5,768.99;
c.	01/14/07	Jennifer Pope of Fishers, IN	\$5,355.00;
d.	07/08/08	Wendy Breeden of Noblesville, IN	\$tbd;
e.	01/12/08	Anik Mitra of Carmel, IN	\$3,840.40;

f.	02/08	Laura Gagnon of Noblesville, IN	\$4,050.00;
g.	08/15/08	Miguel Villasol of Noblesville, IN	\$3,649.00;
h.	01/28/08	Robert Hamilton of Noblesville, IN	\$2,647.58;
i.	07/03/08	Diane Lewis of Noblesville, IN	\$5,859.00;
j.	03/10/08	Nathan & Heather Farley of Noblesville, IN	\$3,649.00;
k.	05/24/08	Kristen Ockenfels of Noblesville, IN	\$5,859.00;
l.	06/25/06	Daniel Sandlin of Noblesville, IN	\$5,000.00;
m.	06/04/08	Monty Poston of Noblesville, IN	\$5,859.00;
n.	01/10/08	Amy Todd of Fishers, IN	\$2,329.00;
o.	11/08/07	Serena Bruce of Fishers, IN	\$1,900.00; and
p.	06/01/08	Sara Feliciano of Noblesville, IN	\$4,779.00.

105. Despite Defendants accepting payments from these consumers for services and/or products to be rendered, Defendants failed to perform or provide the products or services as originally represented and Defendants' wrongful conduct caused the sudden closure of the Noblesville Location on or about September 2008.

106. As of today's date, Defendants have yet to either complete the represented services as represented and/or provide the products as represented or to provide a refund to those customers identified in paragraph 105 and its sub parts.

Consumers Affected by Defendants' Misconduct: The Zionsville Location

107. Based upon the Defendants' representations, the following Indiana consumers purchased health spa services, including but not limited to martial arts instruction and equipment from Defendants at the Zionsville Location, often paying in full for multi-year contracts beginning on the following date or dates and paying the following amounts (a true and correct

f.	02/01/08	Laura Gagnon of Noblesville, IN	\$4,050.00;
g.	08/15/08	Miguel Villasol of Noblesville, IN	\$3,649.00;
h.	01/28/08	Robert Hamilton of Noblesville, IN	\$2,647.58;
i.	07/03/08	Diane Lewis of Noblesville, IN	\$5,859.00;
j.	03/10/08	Nathan & Heather Farley of Noblesville, IN	\$3,649.00;
k.	05/24/08	Kristen Ockenfels of Noblesville, IN	\$5,859.00;
l.	06/25/06	Daniel Sandlin of Noblesville, IN	\$5,000.00;
m.	06/04/08	Monty Poston of Noblesville, IN	\$5,859.00;
n.	01/10/08	Amy Todd of Fishers, IN	\$2,329.00;
o.	11/08/07	Serena Bruce of Fishers, IN	\$1,900.00; and
p.	06/01/08	Sara Feliciano of Noblesville, IN	\$4,779.00.

105. Despite Defendants accepting payments from these consumers for services and/or products to be rendered, Defendants failed to perform or provide the products or services as originally represented and Defendants' wrongful conduct caused the sudden closure of the Noblesville Location on or about September 2008.

106. As of today's date, Defendants have yet to either complete the represented services as represented and/or provide the products as represented or to provide a refund to those customers identified in paragraph 104 and its sub parts.

Consumers Affected by Defendants' Misconduct: The Zionsville Location

107. Based upon the Defendants' representations, the following Indiana consumers purchased health spa services, including but not limited to martial arts instruction and equipment from Defendants at the Zionsville Location, often paying in full for multi-year contracts beginning on the following date or dates and paying the following amounts (a true and correct

redacted copy of each identified consumer's contract is attached and incorporated by reference as Exhibit "G"):

- a. 05/10/08 Leroy Devine of Zionsville, IN \$7,059.00;
- b. 06/08/08 P and L. Massock of Westfield, IN \$7,360.00; and
- c. 03/09/08 Micah Tragessor of Zionsville, IN \$5,865.00.

108. Despite Defendants accepting payments from these consumers for services and/or products to be rendered, Defendants failed to perform or provide the products or services as originally represented.

109. Defendants' wrongful conduct caused the sudden closure of the Zionsville Location on or about late August 2008.

110. As of today's date, Defendants have yet to either complete the represented services as represented and/or provide the products as represented or to provide a refund to those customers identified in paragraph 107 and its sub parts.

COUNT I – VIOLATIONS OF THE HEALTH SPA SERVICES ACT

111. The Plaintiff re-alleges and incorporates by reference the allegations contained in rhetorical paragraphs 1 through 110 above.

112. Defendants are "sellers" as defined by Indiana Code § 24-5-7-1.

113. Defendants are engaged in providing "health spa services" as defined by Indiana Code § 24-5-7-1.

114. Defendants' contracts with buyers, including but not limited to those individuals identified above, fail to provide that "the performance of the agreed upon services is to begin within forty-five (45) days from the date that the contract is entered into" in violation of Ind. Code § 24-5-7-4.

115. Defendants failed to provide buyers and/or consumers, including some of those identified above, with written contracts containing the disclosures required by the Health Spa Services Act at the time they enrolled in Defendants' martial arts programs, in violation of Ind. Code §§ 24-5-7-2, 5 and 6.

116. Defendants failed to provide refunds within 30 days or receipt of notice of cancellation from some of the buyers and/or consumers identified above, in violation of Ind. Code §24-5-7-8(a).

117. Defendants' failure to refund moneys paid by some of the buyers and/or consumers identified above within thirty (30) days after receiving a notice of cancellation violated Ind. Code § 24-5-7-5(d).

118. Health spa services contracts entered into in reliance upon any willfully or fraudulently disseminated false or misleading information, representation, notice, or advertisement of the seller, including some of the contracts entered into by individuals identified above, are void and unenforceable pursuant to Ind. Code § 24-5-7-11.

119. Health spa services contracts that do not comply with the Health Spa Services Act, including some of the contracts entered into by individuals identified above, are voidable at the option of the buyer pursuant to Ind. Code § 24-5-7-10.

COUNT II - VIOLATIONS OF THE DECEPTIVE CONSUMER SALES ACT

120. The Plaintiff re-alleges and incorporates by reference the allegations contained in rhetorical paragraphs 1 through 119 above.

121. The violations of Indiana's Health Spa Services Act set forth above constitute deceptive acts that are actionable under Ind. Code § 24-5-0.5, and are subject to the penalties set forth therein, pursuant to Ind. Code § 24-5-7-17.

122. Defendants are “suppliers” as defined by Indiana Code § 24-5-0.5-2(1).

123. The solicitations and transactions identified above are “consumer transactions” as defined by Indiana Code §24-5-0.5-2(1).

124. Defendants’ representations to consumers, including but not limited to some of those identified above, that Defendants were offering a thirty (30) day, no obligation, trial membership, when they knew or should have known that no such trial membership was being offered, misrepresented the benefits and characteristics of consumer transactions, in violation of the Indiana Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-3(a)(1), and misrepresented the price advantage of a consumer transaction, in violation of Ind. Code § 24-5-0.5-3(a)(6).

125. Defendants’ representations to consumers, including but not limited to some of those consumers identified above, that contracts and/or membership agreements could be cancelled at any time, or within a certain period of time, when Defendants knew or should reasonably have known that they would not honor consumers’ attempts to cancel the contracts and/or agreements, misrepresented the benefits and characteristics of the transactions, in violation of Ind. Code § 24-5-0.5-3(a)(1), and the consumers’ rights, remedies, and obligations, in violation of Ind. Code § 24-5-0.5-3(a)(8).

126. Defendants’ representations to consumers, including but not limited to some of those identified above, that they could receive a refund within 30 days if not satisfied when Defendants knew or should reasonably have known that no refund would be paid, misrepresented the benefits and characteristics of the transactions, in violation of Ind. Code § 24-5-0.5-3(a)(1), and misrepresented the consumers’ rights, remedies, and obligations, in violation of Ind. Code § 24-5-0.5-3(a)(8).

127. By representing to consumers, including but not limited to the consumers identified above, that they would receive certain goods and services, including but not limited to one or more of the goods and services identified or referred to above, when the Defendants knew or reasonably should have known the consumers would not receive the goods or services as represented, the Defendants misrepresented the sponsorship, performance, characteristics, accessories, uses or benefits of the transactions in violation of the Indiana Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-3(a)(1).

128. By representing to consumers, including but not limited to the consumers identified above, that Defendants had sponsorship, approval or affiliation in connection with the provision and/or financing of martial arts goods or services via ASF or other entities, when the Defendants knew or reasonably should have known the representations were misleading and/or false, the Defendants misrepresented the sponsorship, approval or affiliation of the transactions in violation of the Indiana Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-3(a)(7).

129. By representing expressly or by implication that Defendants would complete the represented services within a stated period of time or within a reasonable period of time, including but not limited to the martial arts instruction to consumers including but not limited to those identified above, when the Defendants knew or reasonably should have known the services would not be so completed, the Defendants violated the Indiana Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-3(a)(10).

130. By representing that consumers, including, but not limited to those identified above, would be able to purchase goods and services solicited, advertised and/or represented by the Defendants, including but not limited to martial arts instruction and equipment identified and referenced herein, when the Defendants did not intend to sell or otherwise provide the goods or

services, the Defendants violated the Indiana Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-3(a)(11).

**COUNT III – KNOWING AND INTENTIONAL VIOLATIONS OF
THE DECEPTIVE CONSUMER SALES ACT**

131. Plaintiff re-alleges and incorporates by reference the allegations contained in paragraphs 1 through 130 above.

132. The misrepresentations and deceptive acts set forth above were committed by Defendants with knowledge and intent to deceive.

COUNT IV – VIOLATION OF INJUNCTION (Stowe Only)

133. Plaintiff re-alleges and incorporates by reference the allegations contained in paragraphs 1 through 132 above.

134. In transacting with consumers, including but not limited to those identified above, Stowe violated the injunctive provisions found in paragraphs 5 and 6 of the Consent Decree filed April 19, 2007 under Cause No. 71D05-0607-PL-275.

RELIEF

WHEREFORE, Plaintiff, State of Indiana, requests that the Court enter judgment against Defendants Jonathan Stowe, individually and doing business as Champion Martial Arts of Carmel, Inc., Champion Martial Arts of Noblesville, Inc., Champion Martial Arts of Noblesville LLC, CMA of Noblesville LLC, Champion Fitness, Inc., Champion Martial Arts of Zionsville LLC, Champion Martial Arts of Zionsville, Inc., Stowe Industries LLC, Stowe Industries Incorporated and Family Karate, Champion Martial Arts of Carmel, Inc., Champion Martial Arts of Noblesville, Inc., Champion Martial Arts of Zionsville LLC, and Stowe

Industries Incorporated, enjoining Defendants, their agents, representatives, employees, successors, and assigns from the following:

- a. Entering into health spa services contracts that do not contain the disclosures required by or otherwise comply with Indiana's Health Spa Services Act, Ind. Code § 24-5-7-1, *et seq.*
- b. Requiring or attempting to require consumers to waive their rights under the Health Spa Services Act, Ind. Code § 24-5-7-1, *et seq.*
- c. Violating Indiana's Health Spa Services Act, Ind. Code § 24-5-7-1, *et seq.*;
- d. Representing expressly or by implication that the subject of a consumer transaction has characteristics or benefits it does not have, which the Defendants know or reasonably should know it does not have;
- e. Representing that a specific price advantage exists as to the subject of a consumer transaction, if it does not and Defendants know or should reasonably know it does not;
- f. Representing that a consumer transaction involves or does not involve certain rights, remedies, or obligations, if the representation is false and Defendants know or should reasonably know that the representation is false;
- g. Representing that Defendants are able to complete the subject of a consumer transaction within a stated or reasonable period of time, when Defendants know or reasonably should know they could not;
- h. Representing, expressly or by implication, the subject of a consumer transaction has sponsorship, approval, performance, characteristics, accessories, uses, or

benefits it does not have, which the Defendants know or reasonably should know it does not have;

- i. Representing, expressly or by implication, the Defendants are able to deliver or complete the subject of a consumer transaction within a reasonable period of time, when the Defendants know or reasonably should know they cannot;
- j. Representing expressly or by implication consumers will be able to purchase the subject of a consumer transaction as advertised by the Defendants, if the Defendants do not intend to sell it; and
- k. Violating Indiana's Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-1, *et seq.*

AND WHEREFORE, Plaintiff, State of Indiana, further requests the Court enter judgment against Defendants for the following relief:

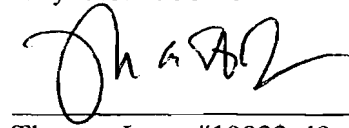
- a. Declaring void and or voidable Defendants' membership agreements and/or contracts with the consumers identified above, and awarding consumer restitution pursuant to Indiana Code § 24-5-0.5-4(d) in an amount to be determined at trial;
- b. Costs pursuant to Indiana Code §24-5-0.5-4(c)(3), awarding the Office of the Attorney General its reasonable expenses incurred in the investigation and prosecution of this action;
- c. On Count III of the Plaintiff's Amended Complaint, civil penalties pursuant to Indiana Code § 24-5-0.5-4(g), for the Defendants' knowing violations of the Deceptive Consumer Sales Act, in the amount of Five Thousand Dollars (\$5,000.00) per violation, payable to the State of Indiana;

- d. On Count III of the Plaintiff's Amended Complaint, civil penalties pursuant to Indiana Code §24-5-0.5-8, for the Defendants' intentional violations of the Deceptive Consumer Sales Act, in the amount of Five Hundred Dollars (\$500.00) per violation, payable to the State of Indiana;
- e. On Count IV of the Plaintiff's Amended Complaint, civil penalties against Stowe pursuant to Indiana Code §24-5-0.5-4(c) and (f), for violations of the Consent Decree filed April 19, 2007 under Cause No. 71D05-0607-PL-275, in the amount of Fifteen Thousand Dollars (\$15,000.00) per violation, payable to the State of Indiana; and
- f. All other proper relief.

Respectfully submitted,

GREG ZOELLER
Indiana Attorney General
Atty. No. 1958-98

By:



Thomas Irons #19822-49
Deputy Attorney General

Office of the Attorney General
Indiana Government Center South
302 W. Washington, 5th Floor
Indianapolis, IN 46204
Telephone: (317) 233-9923

531027

STATE OF INDIANA,

Plaintiff,

v.

JONATHAN STOWE, individually, and
CHAMPION MARTIAL ARTS
AT UNIVERSITY, INC.,

Defendants.

FILED
APR 10 2007
St. Joseph Superior Court

The Plaintiff, State of Indiana, by Attorney General Steve Carter and Deputy Attorneys General David A. Paetzmann and Lisa Ward, and the Defendants, Jonathan Stowe (“Stowe”) and Champion Martial Arts at University, Inc. (“Champion”), hereby agree to entry of a Consent Decree without trial or adjudication of any issue of fact or law herein.

JURISDICTION

- STATE'S
EXHIBIT
A

2. The State of Indiana's Complaint states a cause of action pursuant to the Indiana Health Spa Services Act, Indiana Code § 24-5-7-1, *et seq.* and the Indiana Deceptive Consumer Sales Act, Indiana Code § 24-5-0.5-1, *et seq.*

3. Defendant Champion is a domestic corporation with a principal place of business in St. Joseph County, located at 6502 Grape Road, Mishawaka, Indiana.

4. Defendant Stowe is the owner and an officer of Champion.

RELIEF ORDERED

5. Defendants, their agents, representatives, employees, successors, and assigns are permanently enjoined from engaging in the following acts in transactions with Indiana consumers:

a. Entering into martial arts contracts with consumers that do not contain the disclosures required by or otherwise comply with the Indiana Health Spa Services Act, Ind. Code § 24-5-7-1, *et seq.*;

b. Requiring or attempting to require consumers to waive their rights under the Indiana Health Spa Services Act, Ind. Code § 24-5-7-1, *et seq.*;

c. Representing expressly or by implication that the subject of a consumer transaction has characteristics or benefits it does not have, which Defendants know or should reasonably know it does not have;

d. Representing that a specific price advantage exists as to the subject of a consumer transaction, if it does not and Defendants know or should reasonably know it does not;

e. Representing that a consumer transaction involves or does not involve certain rights, remedies, or obligations, if the representation is false and Defendants know or should reasonably know that the representation is false; and

f. Representing that Defendants are able to complete the subject of a consumer transaction within a stated or reasonable period of time, when Defendants know or reasonably should know they cannot.

6. Defendants further agree to adhere to the following terms when a request is received to cancel a martial arts contract:

a. When a cancellation request is received within thirty (30) days following execution of the contract, Defendants shall immediately cancel the contract and issue a full refund of all money paid under the contract to the consumer within thirty (30) days following cancellation. If the consumer executed any credit or loan agreement to pay for all or part of the cancelled services, that agreement shall also be cancelled and returned to the consumer within thirty (30) days. The refund requirements contained in this subparagraph shall remain in effect during such time as Defendants offer thirty day trial memberships to the public or for three (3) years following court approval of this Consent Decree, whichever is later.

b. When a cancellation request is received more than thirty (30) days following execution of the contract, Defendants shall issue a refund, based on elapsed time, according to the following schedule: cancellation between thirty-one (31) and sixty (60) days – fifty percent (50%) refund; between sixty-one (61) and ninety (90) days – thirty percent (30%) refund; between ninety-one (91) and one hundred twenty (120) days – twenty percent (20%) refund, to the consumer within thirty (30) days following cancellation. If the consumer executed any credit or loan agreement to pay for all or part of the cancelled services, that agreement shall also be cancelled and returned to the consumer within thirty (30) days. The refund requirements contained in this subsection shall remain in effect for three (3) years following court approval of this Consent Decree.

c. Defendants shall provide a copy of the refund policy to each new member at the time the membership contract is signed.

RESTITUTION AND COSTS

7. Defendants acknowledge they have cancelled the contracts of and shall pay consumer restitution, through the Indiana Attorney General's Office, to the following consumers in the following amounts, pursuant to Indiana Code § 24-5-0.5-4(c):

a.	Tami Lekarczyk	\$7,732.32
b.	Ann Simpson	1,894.68
c.	Heather Nash	125.00
d.	Nancy Fouts	1,855.00
e.	Julian Lewiecki	125.00
f.	Shannon Michele	2,437.72
g.	William Myers	2,800.00
h.	Angela Pickenpaugh	1,750.00
i.	Christine Joseph	194.44
j.	Chris Neubauer	125.00
k.	Perry Hampton	907.22
l.	Terrence Haddix	49.00
m.	Keyna Jankoviak	<u>972.20</u>

Total: \$20,967.58

8. Defendants shall pay costs in the amount of Three Thousand Seven Hundred Fifty Dollars (\$3,750.00) to the Office of the Attorney General, pursuant to Ind. Code § 24-5-0.5-4(c)(3).

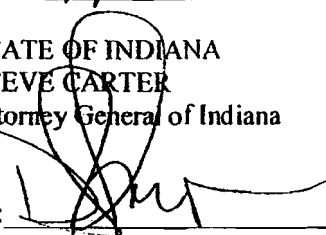
9. Defendants shall pay civil penalties in the amount of Twenty Five Thousand Dollars (\$25,000.00) to the Office of the Attorney General, pursuant to Ind. Code § 24-5-0.5-4(g) and Ind. Code § 24-5-0.5-8.

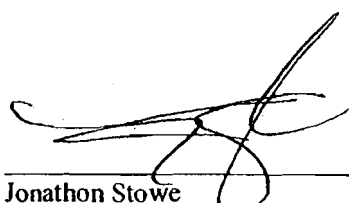
CONTINUING JURISDICTION

10. For the purpose of enforcing the provisions of this Consent Decree, the Defendants waive any objection regarding the Court's jurisdiction to punish for contempt and agrees to appear on proper notice of a failure to comply with any of the provisions of this Decree.

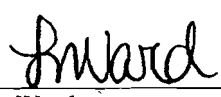
IN WITNESS WHEREOF, the parties have executed this Consent Judgment this 16th day of April, 2007.

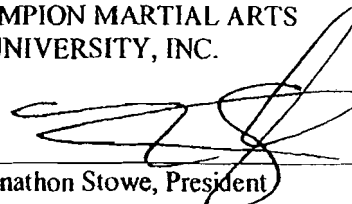
STATE OF INDIANA
STEVE CARTER
Attorney General of Indiana

by: 
David A. Paetzmann
Deputy Attorney General
Attorney No. 6392-23

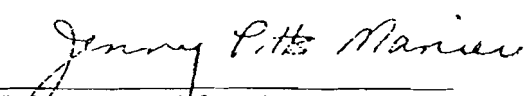

Jonathon Stowe

CHAMPION MARTIAL ARTS
AT UNIVERSITY, INC.

by: 
Lisa Ward
Deputy Attorney General
Attorney No. 26140-49

by: 
Jonathon Stowe, President

ALL OF WHICH IS APPROVED, ORDERED, ADJUDGED AND DECREED
this 19 day of April, 2007.


Judge, St. Joseph Superior Court

Distribution:

**David A. Paetzmann
Lisa Ward
Office of the Attorney General
Indiana Government Center South, 5th fl.
302 W. Washington St.
Indianapolis, IN 46204**

**Diana C. Bauer
Richard P. Samek
CARSON BOXBERGER LLP
1400 One Summit Square
Fort Wayne, IN 46802**

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TEAM XMA

STATE'S
EXHIBIT
6

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AGREEMENT BREAKDOWN

3600 TRAINING • ASF = 20 % INTEREST

WHY PAY \$900.00 EXTRA?

DIRECT SINGLE PAYMENT OPTION BENEFITS

1. SAVE \$900.00 (20% INTEREST)

2. GET A SET OF FREE EQUIPMENT - \$400 VALUE

3. EARN POINTS/MILES BY USING YOUR FAVORITE CREDIT CARD

DELL

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DIRECT 100 200 1000 12400 2600 2800 3600

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HOW YOU CAN SAVE!

AGREEMENT BREAKDOWN

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WHY PAY \$1260.00 EXTRA?

DIRECT SINGLE PAYMENT OPTION BENEFITS:

1. SAVE \$1260.00 (20% INTEREST)
 2. GET A SET OF FREE EQUIPMENT - \$400 VALUE
3. EARN POINTS/MILES BY USING YOUR FAVORITE CREDIT CARD

DEAL

THE DRAGONS



SAVE YOUR FAMILY

\$1299.00

IT'S EASY!

ILL DRAGONS

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HOW YOU CAN SAVE!

AGREEMENT BREAKDOWN

3600 TRAINING • ASF = 20 % INTEREST

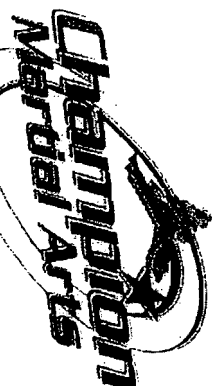
WHY PAY \$900.00 EXTRA?

DIRECT SINGLE PAYMENT OPTION BENEFITS:

1. SAVE \$900.00 (20% INTEREST)
2. GET A SET OF FREE EQUIPMENT - \$400 VALUE
3. EARN POINTS/MILES BY USING YOUR FAVORITE CREDIT CARD

WELLS

TEAM XMA



SAVE YOUR FAMILY

\$1620.00

IT'S EASY!

TEAN XIVA

TEAN

HOW YOU CAN SAVE!

AGREEMENT BREAKDOWN

6480 TRAINING • ASF = 20 % INTEREST

WHY PAY \$1620.00 EXTRA?

DIRECT SINGLE PAYMENT OPTION BENEFITS:

1. SAVE \$1620.00 (20% INTEREST)
2. GET A SET OF FREE EQUIPMENT - \$600 VALUE
3. EARN POINTS/MILES BY USING YOUR FAVORITE CREDIT CARD

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Membership Agreement

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants with respect to any aspect of a credit transaction on the basis of race, color, religion, national origin, sex or marital status, or age (provided the applicant has the capacity to contract). The agency that administers compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

(A) BUYER INFORMATION ONLY - TO BE FILLED OUT BY APPLICANT (PLEASE PRINT CLEARLY)

BUYER'S First Name	Last	Birth date	Age	Home Phone	E-mail address
Current mailing address		City	State	Zip	Social Security #
Employer	Position	How long (yrs/mos)	Work Phone		

YOU, THE BUYER, MAY CANCEL THIS AGREEMENT BY MIDNIGHT OF SCHOOL'S THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT, AND SUCH CANCELLATION MUST BE IN WRITING TO THE SCHOOL. IN THE EVENT THE SCHOOL CLOSES AND CEASES DOING BUSINESS, YOU ARE NO LONGER OBLIGATED TO MAKE PAYMENTS UNDER THIS AGREEMENT.

(B) TO BE FILLED OUT BY SCHOOL EMPLOYEE

- Today's date is ____/____/____
- Your agreement begins on ____/____/____ and expires on ____/____/____
- Other students who may attend:

FIRST	LAST	DATE OF BIRTH
_____	_____	_____
_____	_____	_____
_____	_____	_____

- Buyer is a Student? (Circle One) Yes No
- Total Sales Price \$ _____
- Amount of Down Payment is \$ _____
- Remaining Balance to be Paid to ASF \$ _____

WAIVER AND RELEASE OF LIABILITY: The School urges you and all students to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise class. All exercises, including the use of weights and use of any and all machinery, equipment, and apparatus designed for exercising shall be at the student's sole risk. Student understands that the agreement to use, or selection of exercise programs, methods and types of equipment shall be student's entire responsibility, and the School shall not be liable to student for any claims, demands, injuries, damages, or actions arising due to injury to student's person or property arising out of or in connection with the use by student of the services, facilities, and premises of the School. Student hereby holds the School, its officers, owners, agents and employees harmless from all claims which may be brought against them by student or on student's behalf for any such injuries or claims.

STUDENT'S SIGNATURE _____

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES, WHICH THE BUYER/STUDENT COULD ASSERT AGAINST THE SCHOOL AS A RESULT OF THIS CONTRACT. RECOVERY BY THE BUYER/STUDENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE BUYER/STUDENT TO THE SCHOOL PURSUANT TO THIS CONTRACT.

YOUR PAYMENT SCHEDULE WILL BE:

When Payments are due each Month	Number of Monthly Payments	Amount of Monthly Payments	First Payment Due Date-ASF Collects
		\$ _____	

DEFAULT AND LATE PAYMENT: Should you default on any payment obligation as called for in this agreement, the entire remaining balance shall be deemed due and payable upon demand, and you agree to pay allowable interest, and all cost of collection, including, but not limited to, collection agency fees, court costs and attorneys' fees. Should any monthly payment become more than 10 days past due, you will be charged a late fee to cover additional administrative expenses and other expenses related to obtaining your payment. A fee will be charged for all resumed payments.

CANCELLATION: If by reason of death or permanent disability, the buyer is unable to continue the agreement, the buyer or buyer's estate shall be relieved from the obligations of this contract, and if buyer has prepaid any sum, that amount shall be promptly refunded. Should student(s) permanently move their residence more than 25 miles from an affiliated area, payment on this agreement will be suspended upon payment of an appropriate cancellation fee of \$50.00 and legitimate verification of the move. The buyer may cancel this contract if the health club facility operated by the seller is moved to a location that is more than five (5) miles away from the 14598 Clay Terrace Boulevard, Suite 160, Carmel, IN 46032 address and that the services are no longer available as provided in the contract because of the seller's permanent discontinuance of operation. Student agrees to follow school rules as promulgated from time to time. Violation of these rules may be the cause for suspension or cancellation of membership.

School Representative	Buyer's Signature	Member's Signature (if different from buyer)
(C) I elect to pay my monthly installment payments by Electronic Funds Transfer (EFT). I understand and agree that should I discontinue this payment method, a \$20.00 fee will be added to each monthly installment to cover the costs of processing and handling.		
This form of payment, if discontinued, does not release you from your payment obligation or membership contract.		
YOU, THE BUYER, ARE ENTITLED TO A COPY OF THIS CONTRACT AT THE TIME YOU SIGN IT.		
ASF INTERNATIONAL EFT AUTHORIZATION		
I, _____, authorize my bank to make my payment by the method indicated below and post it to my account.		
<input type="checkbox"/> Checking (Must attach voided check.) or <input type="checkbox"/> Savings (Must attach deposit slip.) or <input type="checkbox"/> MasterCard <input type="checkbox"/> American Express <input type="checkbox"/> Discover		
Account #: _____ Routing # or Expiration Date (If Credit Card) _____		
Number of payments _____ Amount of payment \$ _____ 1st due date _____		
Bank Name _____ Bank Phone # _____		
Bank Address/City/State/Zip _____		
Authorized Signature _____ Date _____		

ASF International / 640 Plaza Drive, Suite 300, Highlands Ranch, CO 80129 / 303 986 9563 / 800 525 8967 / Fax 303 980 8006 / www.myasfaccount.com

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CARMEL CONTRACTS



640 Plaza Drive, Suite 300
Highlands Ranch, CO 80129
www.myasfaccount.com
1-800-525-8967

SCHOOL #7417 ☒ New ☐ Renewal ☐ Replacement/Upgrade

Programs offered: ☒ Black Belt Club ☐ Leadership ☐ XMA

Membership Agreement

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants with respect to any aspect of a credit transaction on the basis of race, color, religion, national origin, sex or marital status, or age (provided the applicant has the capacity to contract). The agency that administers compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

(A) BUYER INFORMATION ONLY - TO BE FILLED OUT BY APPLICANT (PLEASE PRINT CLEARLY)

BUYER'S First Name	Last	Birth date	Age	Home Phone	E-mail address
DERRICK	KUHNS				
Current mailing address	City	State	Zip	Social Security #	
Employer	Position	How long (yrs/mos)	Work Phone		

YOU, THE BUYER, MAY CANCEL THIS AGREEMENT BY MIDNIGHT OF SCHOOL'S THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT, AND SUCH CANCELLATION MUST BE IN WRITING TO THE SCHOOL. IN THE EVENT THE SCHOOL CLOSES AND CEASES DOING BUSINESS, YOU ARE NO LONGER OBLIGATED TO MAKE PAYMENTS UNDER THIS AGREEMENT.

(B) TO BE FILLED OUT BY SCHOOL EMPLOYEE

- Today's date is 3/16/07
- Your agreement begins on 3/16/07, and expires on 1st DEGREE BLACK BELT
- Other students who may attend:
FIRST [REDACTED] LAST [REDACTED] DATE OF BIRTH [REDACTED]
- Buyer is a Student? (Circle One) Yes (No)
- Total Sales Price \$ 4549.00
- Amount of Down Payment is \$ 49.00
- Remaining Balance to be Paid to ASF \$ 4500.00

WAIVER AND RELEASE OF LIABILITY: The School urges you and all students to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise class. All exercises, including the use of weights and use of any and all machinery, equipment, and apparatus designed for exercising shall be at the student's sole risk. Student understands that the agreement to use, or selection of exercise programs, methods and types of equipment shall be student's entire responsibility, and the School shall not be liable to student for any claims, demands, injuries, damages, or actions arising due to injury to student's person or property arising out of or in connection with the use by student of the services, facilities, and premises of the School. Student hereby holds the School, its officers, owners, agents and employees harmless from all claims which may be brought against them by student or on student's behalf for any such injuries or claims.

☒ STUDENT'S SIGNATURE [Signature]

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES, WHICH THE BUYER/STUDENT COULD ASSERT AGAINST THE SCHOOL AS A RESULT OF THIS CONTRACT. RECOVERY BY THE BUYER/STUDENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE BUYER/STUDENT TO THE SCHOOL PURSUANT TO THIS CONTRACT.

YOUR PAYMENT SCHEDULE WILL BE:

When Payments are due each Month	Number of Monthly Payments	Amount of Monthly Payments	First Payment Due Date-ASF Collects.
21 st	36	\$ 125.00	3/21/07

DEFAULT AND LATE PAYMENT: Should you default on any payment obligation as called for in this agreement, the entire remaining balance shall be deemed due and payable upon demand, and you agree to pay allowable interest, and all cost of collection, including, but not limited to, collection agency fees, court costs and attorneys' fees. Should any monthly payment become more than 10 days past due, you will be charged a late fee to cover additional administrative expenses and other expenses related to obtaining your payment. A fee will be charged for all returned payments.

CANCELLATION: If by reason of death or permanent disability, the buyer is unable to continue the agreement, the buyer or buyer's estate shall be relieved from the obligations of this contract, and if buyer has prepaid any sum, that amount shall be promptly refunded. Should student(s) permanently move their residence more than 25 miles from an affiliated area, payment on this agreement will be suspended upon payment of an appropriate cancellation fee of \$50.00 and legitimate verification of the move. The buyer may cancel this contract if the health club facility operated by the seller is moved to a location that is more than five (5) miles away from the 14598 Clay Terrace Boulevard, Suite 160, Carmel, IN 46032 address and that the services are no longer available as provided in the contract because of the seller's permanent discontinuance of operation. Student agrees to follow school rules as promulgated from time to time. Violation of these rules may be the cause for suspension or cancellation of membership.

School Representative [Signature] Buyer's Signature [Signature] Member's Signature (if different from buyer) [Signature]

(C) I elect to pay my monthly installment payments by Electronic Funds Transfer (EFT). I understand and agree that should I discontinue this payment method, a \$20.00 fee will be added to each monthly installment to cover the costs of processing and handling.

This form of payment, if discontinued, does not release you from your payment obligation or

ASF INTERNATIONAL EFT AUTHORIZATION

I, DERRICK KUHNS, authorize my bank to make my payment by the method indicated below and post it to my account.

- ☐ Checking (Must attach voided check.) or ☐ Savings (Must attach deposit slip.) or
☒ Visa ☐ MasterCard ☐ American Express ☐ Discover

Number of payments 36, Amount of payment \$ 125.00, 1st due date 3/21/07

Bank Name [REDACTED] Bank Phone # [REDACTED]

Bank Address/City/State/Zip [REDACTED]

Authorized Signature [Signature]

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STATE'S
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INCLUDES: 2100C PREPAGES

ASF 210.00 on 3/17/07 #1082



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1-800-525-8967

SCHOOL #7417 ☒ New ☐ Renewal ☐ Replacement/Upgrade

Programs offered: ☒ Black Belt Club ☐ Leadership ☐ XMA

Membership Agreement

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants with respect to any aspect of a credit transaction on the basis of race, color, religion, national origin, sex or marital status, or age (provided the applicant has the capacity to contract). The agency that administers compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

(A) BUYER INFORMATION ONLY - TO BE FILLED OUT BY APPLICANT (PLEASE PRINT CLEARLY)

BUYER'S First Name	Last	Birth date	Age	Home Phone	E-mail address
Ugendar	Kaganti				
Current mailing address	City	State	Zip	Social Security #	
Employer		Position	How long (yrs/mos)	Work Phone	

YOU, THE BUYER, MAY CANCEL THIS AGREEMENT BY MIDNIGHT OF SCHOOL'S THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT, AND SUCH CANCELLATION MUST BE IN WRITING TO THE SCHOOL. IN THE EVENT THE SCHOOL CLOSES AND CEASES DOING BUSINESS, YOU ARE NO LONGER OBLIGATED TO MAKE PAYMENTS UNDER THIS AGREEMENT.

(B) TO BE FILLED OUT BY SCHOOL EMPLOYEE

- Today's date is 07.05.08
- Your agreement begins on 07.05.08 and expires on 1st degree black belt
- Other students who may attend:

FIRST	LAST	DATE OF BIRTH

4. Buyer is a Student? (Circle One) Yes No

5. Total Sales Price \$ 2925.00

6. Amount of Down Payment is \$ 2925.00

7. Remaining Balance to be Paid to ASF \$

WAIVER AND RELEASE OF LIABILITY: The School urges you and all students to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise class. All exercises, including the use of weights and use of any and all machinery, equipment, and apparatus designed for exercising shall be at the student's sole risk. Student understands that the agreement to use, or selection of exercise programs, methods and types of equipment shall be student's entire responsibility, and the School shall not be liable to student for any claims, demands, injuries, damages, or actions arising due to injury to student's person or property arising out of or in connection with the use by student of the services, facilities, and premises of the School. Student hereby holds the School, its officers, owners, agents and employees harmless from all claims which may be brought against them by student or on student's behalf for any such injuries or claims.

STUDENT'S SIGNATURE J. Ugendar

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES, WHICH THE BUYER/STUDENT COULD ASSERT AGAINST THE SCHOOL AS A RESULT OF THIS CONTRACT. RECOVERY BY THE BUYER/STUDENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE BUYER/STUDENT TO THE SCHOOL PURSUANT TO THIS CONTRACT.

DEFAULT AND LATE PAYMENT: Should you default on any payment obligation as called for in this agreement, the entire remaining balance shall be deemed due and payable upon demand, and you agree to pay allowable interest, and all cost of collection, including, but not limited to, collection agency fees, court costs and attorneys' fees. Should any monthly payment become more than 10 days past due, you will be charged a late fee to cover additional administrative expenses and other expenses related to obtaining your payment. A fee will be charged for all returned payments.

YOUR PAYMENT SCHEDULE WILL BE:

When Payments are due each Month	Number of Monthly Payments	Amount of Monthly Payments	First Payment Due Date-ASF Collects
<u>/</u>	<u>1</u>	<u>2925.00</u>	<u>/</u>

CANCELLATION: If by reason of death or permanent disability, the buyer is unable to continue the agreement, the buyer or buyer's estate shall be relieved from the obligations of this contract, and if buyer has prepaid any sum, that amount shall be promptly refunded. Should student(s) permanently move their residence more than 25 miles from an affiliated area, payment on this agreement will be suspended upon payment of an appropriate cancellation fee of \$50.00 and legitimate verification of the move. The buyer may cancel this contract if the health club facility operated by the seller is moved to a location that is more than five (5) miles away from the 14598 Clay Terrace Boulevard, Suite 160, Carmel, IN 46032 address and that the services are no longer available as provided in the contract because of the seller's permanent discontinuance of operation. Student agrees to follow school rules as promulgated from time to time. Violation of these rules may be the cause for suspension or cancellation of membership.

School Representative [Signature] Buyer's Signature [Signature]

Member's Signature (if different from buyer)

(C) I elect to pay my monthly installment payments by Electronic Funds Transfer (EFT). I understand and agree that should I discontinue this payment method, a \$20.00 fee will be added to each monthly installment to cover the costs of processing and handling.

This form of payment, if discontinued, does not release you from your payment obligation or

ASF INTERNATIONAL EFT AUTHORIZATION

I, [Signature], authorize my bank to make my payment by the method indicated below and

☒ Checking (Must attach voided check.) or ☐ Savings (Must attach deposit slip) or
☐ Visa ☐ MasterCard ☐ American Express ☐ Discover

Account #:

Routing # or Expiration Date (if Credit Card)

Number of payments

Amount of payment \$

1st due date

Bank Name

Bank Phone #

Bank Address/City/State/Zip

Authorized Signature

STATE'S
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NOV-06-2008 17:00



640 Plaza Drive, Suite 300
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SCHOOL#7417 ☐ New ☐ Renewal ☐ Replacement/Upgrade

Programs offered: ☐ Black Belt Club ☐ Leadership ☐ XMA

Membership Agreement

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants with respect to any aspect of a credit transaction on the basis of race, color, religion, national origin, sex or marital status, or age (provided the applicant has the capacity to contract). The agency that administers compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

(A) BUYER INFORMATION ONLY - TO BE FILLED OUT BY APPLICANT (PLEASE PRINT CLEARLY)

BUYER'S First Name <u>Angela Raab</u>	Last <u>[REDACTED]</u>	Birth date <u>[REDACTED]</u>	Age <u>[REDACTED]</u>	Home Phone <u>[REDACTED]</u>	E-mail address <u>[REDACTED]</u>
Current mailing address <u>[REDACTED]</u>	City <u>[REDACTED]</u>	State <u>[REDACTED]</u>	Zip <u>[REDACTED]</u>	Business address <u>[REDACTED]</u>	
Employer <u>[REDACTED]</u>	Position <u>[REDACTED]</u>	How long <u>[REDACTED]</u>	Work Phone <u>[REDACTED]</u>		

YOU, THE BUYER, MAY CANCEL THIS AGREEMENT BY MIDNIGHT OF SCHOOL'S THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT, AND SUCH CANCELLATION MUST BE IN WRITING TO THE SCHOOL. IN THE EVENT THE SCHOOL CLOSES AND CEASES DOING BUSINESS, YOU ARE NO LONGER OBLIGATED TO MAKE PAYMENTS UNDER THIS AGREEMENT.

(B) TO BE FILLED OUT BY SCHOOL EMPLOYEE

- Today's date is 08/11/07
- Your agreement begins on 08/11/07 and expires on 1st degree black belt
- Other students who may attend:

FIRST [REDACTED] LAST [REDACTED]

DATE OF BIRTH [REDACTED]

4. Buyer is a Student? (Circle One) Yes No

5. Total Sales Price \$ 4549.00

6. Amount of Down Payment is \$ 49.00

7. Remaining Balance to be Paid to ASF \$ 4500

WAIVER AND RELEASE OF LIABILITY: The School urges you and all students to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise class. All exercises, including the use of weights and use of any and all machinery, equipment, and apparatus designed for exercising shall be at the student's sole risk. Student understands that the agreement to use, or selection of exercise programs, methods and types of equipment shall be student's entire responsibility, and the School shall not be liable to student for any claims, demands, injuries, damages, or actions arising due to injury to student's person or property arising out of or in connection with the use by student of the services, facilities, and premises of the School. Student hereby holds the School, its officers, owners, agents and employees harmless from all claims which may be brought against them by student or on student's behalf for any such injuries or claims.

STUDENT'S SIGNATURE [Signature]

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES, WHICH THE BUYER/STUDENT COULD ASSERT AGAINST THE SCHOOL AS A RESULT OF THIS CONTRACT. RECOVERY BY THE BUYER/STUDENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE BUYER/STUDENT TO THE SCHOOL PURSUANT TO THIS CONTRACT.

DEFAULT AND LATE PAYMENT: Should you default on any payment obligation as called for in this agreement, the entire remaining balance shall be deemed due and payable upon demand, and you agree to pay allowable interest, and all cost of collection, including, but not limited to, collection agency fees, court costs and attorneys' fees. Should any monthly payment become more than 10 days past due, you will be charged a late fee to cover additional administrative expenses and other expenses related to obtaining your payment. A fee will be charged for all returned payments.

YOUR PAYMENT SCHEDULE WILL BE:

When Payments are due each Month	Number of Monthly Payments	Amount of Monthly Payments	First Payment Due Date-ASF Collects
<u>15th</u>	<u>36</u>	<u>\$125.00</u>	<u>8-15-07</u>

CANCELLATION: If by reason of death or permanent disability, the buyer is unable to continue the agreement, the buyer or buyer's estate shall be relieved from the obligations of this contract, and if buyer has prepaid any sum, that amount shall be promptly refunded. Should student(s) permanently move their residence more than 25 miles from an affiliated area, payment on this agreement will be suspended upon payment of an appropriate cancellation fee of \$50.00 and legitimate verification of the move. The buyer may cancel this contract if the health club facility operated by the seller is moved to a location that is more than five (5) miles away from the 14598 Clay Terrace Boulevard, Suite 160, Carmel, IN 46032 address and that the services are no longer available as provided in the contract because of the seller's permanent discontinuance of operation. Student agrees to follow school rules as promulgated from time to time. Violation of these rules may be the cause for suspension or cancellation of membership.

School Representative [Signature]

Buyer's Signature [Signature]

Member's Signature (if different from buyer)

(C) I elect to pay my monthly installment payments by Electronic Funds Transfer (EFT). I understand and agree that should I discontinue this payment method, a \$20.00 fee will be added to each monthly installment to cover the costs of processing and handling.

This form of payment, if discontinued, does not release you from your payment obligation or membership contract.

ASF INTERNATIONAL EFT AUTHORIZATION
I, Angela Raab, authorize my bank to make my payment by the method indicated below and post it to my account.

☐ Checking (Must attach voided check.) or ☐ Savings (Must attach deposit slip.) or
☐ Visa ☒ MasterCard ☐ American Express ☐ Discover

Number of payments 36, Amount of payment \$ 125.00, 1st due date 8-15-07

Bank Name [REDACTED] Bank Phone # [REDACTED]

Bank Address/City/State/Zip [REDACTED]

Authorized Signature [Signature] Date [REDACTED]

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SCHOOL #7417 ☒ New ☐ Renewal ☐ Replacement/Upgrade

Programs offered: ☒ Black Belt Club ☐ Leadership ☐ XMA

Membership Agreement

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(A) BUYER INFORMATION ONLY - TO BE FILLED OUT BY APPLICANT (PLEASE PRINT CLEARLY)

BUYER'S First Name RYAN	Last HAND	Birth date 9/25/07	Age 15	Home Phone [REDACTED]	E-mail address [REDACTED]
Current mailing address [REDACTED]		City [REDACTED]	State [REDACTED]	Zip [REDACTED]	Social Security # [REDACTED]
Employer [REDACTED]		How long (yrs/mos) [REDACTED]			

YOU, THE BUYER, MAY CANCEL THIS AGREEMENT BY MIDNIGHT OF SCHOOL'S THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT, AND SUCH CANCELLATION MUST BE IN WRITING TO THE SCHOOL. IN THE EVENT THE SCHOOL CLOSES AND CEASES DOING BUSINESS, YOU ARE NO LONGER OBLIGATED TO MAKE PAYMENTS UNDER THIS AGREEMENT.

(B) TO BE FILLED OUT BY SCHOOL EMPLOYEE

- Today's date is **9/25/07**
- Your agreement begins on **9/25/07**, and expires on **1st DEGREE BLACK BELT - 1st PERSON**
- Other students who may attend:
FIRST **[REDACTED]** LAST **[REDACTED]** DATE OF BIRTH **[REDACTED]**
- Buyer is a Student? (Circle One) ☒ Yes ☐ No
- Total Sales Price **\$729.00**
- Amount of Down Payment is \$ **99.00**
- Remaining Balance to be Paid to ASF \$ **7200.00**

WAIVER AND RELEASE OF LIABILITY: The School urges you and all students to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise class. All exercises, including the use of weights and use of any and all machinery, equipment, and apparatus designed for exercising shall be at the student's sole risk. Student understands that the agreement to use, or selection of exercise programs, methods and types of equipment shall be student's entire responsibility, and the School shall not be liable to student for any claims, demands, injuries, damages, or actions arising due to injury to student's person or property arising out of or in connection with the use by student of the services, facilities, and premises of the School. Student hereby holds the School, its officers, owners, agents and employees harmless from all claims which may be brought against them by student or on student's behalf for any such injuries or claims.

STUDENT'S SIGNATURE *Ryan Hand*
ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES, WHICH THE BUYER/STUDENT COULD ASSERT AGAINST THE SCHOOL AS A RESULT OF THIS CONTRACT. RECOVERY BY THE BUYER/STUDENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE BUYER/STUDENT TO THE SCHOOL PURSUANT TO THIS CONTRACT.

YOUR PAYMENT SCHEDULE WILL BE:

When Payments are due each Month	Number of Monthly Payments	Amount of Monthly Payments	First Payment Due Date-ASF Collects
1st	36	\$200.00	11/1/07

DEFAULT AND LATE PAYMENT: Should you default on any payment obligation as called for in this agreement, the entire remaining balance shall be deemed due and payable upon demand, and you agree to pay allowable interest, and all cost of collection, including, but not limited to, collection agency fees, court costs and attorneys' fees. Should any monthly payment become more than 10 days past due, you will be charged a late fee to cover additional administrative expenses and other expenses related to obtaining your payment. A fee will be charged for all returned payments.

CANCELLATION: If by reason of death or permanent disability, the buyer is unable to continue the agreement, the buyer or buyer's estate shall be relieved from the obligations of this contract, and if buyer has prepaid any sum, that amount shall be promptly refunded. Should student(s) permanently move their residence more than 25 miles from an affiliated area, payment on this agreement will be suspended upon payment of an appropriate cancellation fee of \$50.00 and legitimate verification of the move. The buyer may cancel this contract if the health club facility operated by the seller is moved to a location that is more than five (5) miles away from the 14598 Clay Terrace Boulevard, Suite 160, Carmel, IN 46032 address and that the services are no longer available as provided in the contract because of the seller's permanent discontinuance of operation. Student agrees to follow school rules as promulgated from time to time. Violation of these rules may be the cause for suspension or cancellation of membership.

School Representative *[Signature]*

Buyer's Signature *Ryan Hand*

Member's Signature (if different from buyer)

(C) I elect to pay my monthly installment payments by Electronic Funds Transfer (EFT). I understand and agree that should I discontinue this payment method, a \$20.00 fee will be added to each monthly installment to cover the costs of processing.

ASF INTERNATIONAL EFT AUTHORIZATION

I, **RYAN HAND**, authorize my bank to make my payment by the method indicated below and post it to my account.

☒ Checking (Must attach voided check.) or ☐ Savings (Must attach deposit slip.) or
☐ Visa ☐ MasterCard ☐ American Express ☐ Discover

Number of payments **36**, Amount of payment \$ **200.00**, 1st due date **11/1/07**
Bank Name **NATIONAL CFT**, Bank Phone # **[REDACTED]**
Bank Address/City/State/Zip **[REDACTED]**, Date **9/25/07**

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SCHOOL#7417 ☐ New ☐ Renewal ☐ Replacement/Upgrade

Programs offered: ☐ Black Belt Club ☐ Leadership ☐ XMA

Membership Agreement

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants with respect to any aspect of a credit transaction on the basis of race, color, religion, national origin, sex or marital status, or age (provided the applicant has the capacity to contract). The agency that administers compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

(A) BUYER INFORMATION ONLY - TO BE FILLED OUT BY APPLICANT (PLEASE PRINT CLEARLY)

BUYER'S First Name	Last	Birth date	Age	Home Phone	E-mail address
Transfer	Matura				
Current mailing address	State	Zip			Security #
				Work Phone	
				(yrs/mos)	()

YOU, THE BUYER, MAY CANCEL THIS AGREEMENT BY MIDNIGHT OF SCHOOL'S THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT, AND SUCH CANCELLATION MUST BE IN WRITING TO THE SCHOOL. IN THE EVENT THE SCHOOL CLOSES AND CEASES DOING BUSINESS, YOU ARE NO LONGER OBLIGATED TO MAKE PAYMENTS UNDER THIS AGREEMENT.

(B) TO BE FILLED OUT BY SCHOOL EMPLOYEE

1. Today's date is 03/31/07
2. Your agreement begins on 03/31/07 and expires on 1st degree black belt
3. Other students who may attend:

FIRST LAST DATE OF BIRTH

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4. Buyer is a Student? (Circle One) Yes No
5. Total Sales Price \$
6. Amount of Down Payment is \$
7. Remaining Balance to be Paid to ASF \$

YOUR PAYMENT SCHEDULE WILL BE:

When Payments are due each Month	Number of Monthly Payments	Amount of Monthly Payments	First Payment Due Date-ASF Collects
	1	\$5472.00	03/31/07

WAIVER AND RELEASE OF LIABILITY: The School urges you and all students to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise class. All exercises, including the use of weights and use of any and all machinery, equipment, and apparatus designed for exercising shall be at the student's sole risk. Student understands that the agreement to use, or selection of exercise programs, methods and types of equipment shall be student's entire responsibility, and the School shall not be liable to student for any claims, demands, injuries, damages, or actions arising due to injury to student's person or property arising out of or in connection with the use by student of the services, facilities, and premises of the School. Student hereby holds the School, its officers, owners, agents and employees harmless from all claims which may be brought against them by student or on student's behalf for any such injuries or claims.

STUDENT'S SIGNATURE
ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES, WHICH THE BUYER/STUDENT COULD ASSERT AGAINST THE SCHOOL AS A RESULT OF THIS CONTRACT. RECOVERY BY THE BUYER/STUDENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE BUYER/STUDENT TO THE SCHOOL PURSUANT TO THIS CONTRACT.

DEFAULT AND LATE PAYMENT: Should you default on any payment obligation as called for in this agreement, the entire remaining balance shall be deemed due and payable upon demand, and you agree to pay allowable interest, and all cost of collection, including, but not limited to, collection agency fees, court costs and attorneys' fees. Should any monthly payment become more than 10 days past due, you will be charged a late fee to cover additional administrative expenses and other expenses related to obtaining your payment. A fee will be charged for all returned payments.

CANCELLATION: If by reason of death or permanent disability, the buyer is unable to continue the agreement, the buyer or buyer's estate shall be relieved from the obligations of this contract, and if buyer has prepaid any sum, that amount shall be promptly refunded. Should student(s) permanently move their residence more than 25 miles from an affiliated area, payment on this agreement will be suspended upon payment of an appropriate cancellation fee of \$50.00 and legitimate verification of the move. The buyer may cancel this contract if the health club facility operated by the seller is moved to a location that is more than five (5) miles away from the 14598 Clay Terrace Boulevard, Suite 160, Carmel, IN 46032 address and that the services are no longer available as provided in the contract because of the seller's permanent discontinuance of operation. Student agrees to follow school rules as promulgated from time to time. Violation of these rules may be the cause for suspension or cancellation of membership.

School Representative

C) I elect to pay my monthly installment payments by Electronic Funds Transfer (EFT). I understand and agree that should I discontinue this payment method, a \$20.00 fee will be added to each monthly installment to cover the costs of processing and handling.

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Buyer's Signature

Member's Signature (if different from buyer)

ASF INTERNATIONAL EFT AUTHORIZATION

authorize my bank to make my payment by the method indicated below and

☐ Checking (Must attach voided check) or ☐ Savings (Must attach deposit slip) or

☐ Card ☐ American Express ☐ Discover

Routing # or Expiration Date (if Card)

Account

Number of payments

Bank Name

Bank Address/City/State/Zip

Authorized Signature

Date



640 Plaza Drive, Suite 300
Highlands Ranch, CO 80129
www.myasfaccount.com
1-800-525-8967

SCHOOL #7417 ☒ New ☐ Renewal ☐ Replacement/Upgrade

Programs offered: ☒ Black Belt Club ☐ Leadership ☐ XMA

Membership Agreement

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(A) BUYER INFORMATION ONLY - TO BE FILLED OUT BY APPLICANT (PLEASE PRINT CLEARLY)

BUYER'S First Name <u>Gabe Jill</u>	Last <u>Cory</u>	Birth date	Age	Home Phone	E-mail address
Current mailing address		City	State	Zip	Social Security #
Employer	Position	How long (yrs/mos)	Work Phone		

YOU, THE BUYER, MAY CANCEL THIS AGREEMENT BY MIDNIGHT OF SCHOOL'S THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT, AND SUCH CANCELLATION MUST BE IN WRITING TO THE SCHOOL. IN THE EVENT THE SCHOOL CLOSES AND CEASES DOING BUSINESS, YOU ARE NO LONGER OBLIGATED TO MAKE PAYMENTS UNDER THIS AGREEMENT.

(B) TO BE FILLED OUT BY SCHOOL EMPLOYEE

1. Today's date is 09/17/07
2. Your agreement begins on 09/17/07, and expires on 1st degree black belt
3. Other students who may attend:

FIRST	LAST	DATE OF BIRTH

4. Buyer is a Student? (Circle One) Yes ☒ No ☐
5. Total Sales Price \$ 4549.00
6. Amount of Down Payment is \$ 4500.00
7. Remaining Balance to be Paid to ASF \$ 49.00

WAIVER AND RELEASE OF LIABILITY: The School urges you and all students to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise class. All exercises, including the use of weights and use of any and all machinery, equipment, and apparatus designed for exercising shall be at the student's sole risk. Student understands that the agreement to use, or selection of exercise programs, methods and types of equipment shall be student's entire responsibility, and the School shall not be liable to student for any claims, demands, injuries, damages, or actions arising due to injury to student's person or property arising out of or in connection with the use by student of the services, facilities, and premises of the School. Student hereby holds the School, its officers, owners, agents and employees harmless from all claims which may be brought against them by student or on student's behalf for any such injuries or claims.

STUDENT'S SIGNATURE Gabe M. Cory
ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES, WHICH THE BUYER/STUDENT COULD ASSERT AGAINST THE SCHOOL AS A RESULT OF THIS CONTRACT. RECOVERY BY THE BUYER/STUDENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE BUYER/STUDENT TO THE SCHOOL PURSUANT TO THIS CONTRACT.

YOUR PAYMENT SCHEDULE WILL BE:

When Payments are due each Month	Number of Monthly Payments	Amount of Monthly Payments	First Payment Due Date-ASF Collects
<u>16th</u>	<u>36</u>	<u>125.00</u>	<u>10-16-07</u>

DEFAULT AND LATE PAYMENT: Should you default on any payment obligation as called for in this agreement, the entire remaining balance shall be deemed due and payable upon demand, and you agree to pay allowable interest, and all cost of collection, including, but not limited to, collection agency fees, court costs and attorneys' fees. Should any monthly payment become more than 10 days past due, you will be charged a late fee to cover additional administrative expenses and other expenses related to obtaining your payment. A fee will be charged for all returned payments.

CANCELLATION: If by reason of death or permanent disability, the buyer is unable to continue the agreement, the buyer or buyer's estate shall be relieved from the obligations of this contract, and if buyer has prepaid any sum, that amount shall be promptly refunded. Should student(s) permanently move their residence more than 25 miles from an affiliated area, payment on this agreement will be suspended upon payment of an appropriate cancellation fee of \$50.00 and legitimate verification of the move. The buyer may cancel this contract if the health club facility operated by the seller is moved to a location that is more than five (5) miles away from the 14598 Clay Terrace Boulevard, Suite 160, Carmel, IN 46032 address and that the services are no longer available as provided in the contract because of the seller's permanent discontinuance of operation. Student agrees to follow school rules as promulgated from time to time. Violation of these rules may be the cause for suspension or cancellation of membership.

School Representative [Signature] Buyer's Signature Gabe M. Cory Member's Signature (if different from buyer)

(C) I elect to pay my monthly installment payments by Electronic Funds Transfer (EFT). I understand and agree that should I discontinue this payment method, a \$20.00 fee will be added to each monthly installment to cover the costs of processing and handling.

This form of payment, if discontinued, does not release you from your payment obligation or membership contract.

ASF INTERNATIONAL EFT AUTHORIZATION

I, Jill Cory, authorize my bank to make my payment by the method indicated below and post it to my account.

☐ Checking (Must attach voided check.) or ☐ Savings (Must attach deposit slip.) or
☒ Visa ☐ MasterCard ☐ American Express ☐ Discover

Number of payments 36, Amount of payment \$ 125.00, 1st due date 10-16-07

Bank Name _____ Bank Phone # _____

Bank Address/City/State/Zip _____

Authorized Signature [Signature]

Date _____

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LIBERTY EXPRESS

NOV-06-2008 16:57



640 Plaza Drive, Suite 300
Highlands Ranch, CO 80129
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1-800-525-8967

SCHOOL #7417 ☒ New ☐ Renewal ☐ Replacement/Upgrade
Programs offered: ☒ Black Belt Club ☐ Leadership ☐ XMA

Membership Agreement

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants with respect to any aspect of a credit transaction on the basis of race, color, religion, national origin, sex or marital status, or age (provided the applicant has the capacity to contract). The agency that administers compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

(A) BUYER INFORMATION ONLY - TO BE FILLED OUT BY APPLICANT (PLEASE PRINT CLEARLY)

BUYER'S First Name Kirke	Last Willing	Birth date	Age	Home Phone	E-mail address
Current mailing address	City	State	Zip	Social Security #	
Employer	Position	How long (yrs/mos)	Work Phone		

YOU, THE BUYER, MAY CANCEL THIS AGREEMENT BY MIDNIGHT OF SCHOOL'S THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT, AND SUCH CANCELLATION MUST BE IN WRITING TO THE SCHOOL. IN THE EVENT THE SCHOOL CLOSES AND CEASES DOING BUSINESS, YOU ARE NO LONGER OBLIGATED TO MAKE PAYMENTS UNDER THIS AGREEMENT.

(B) TO BE FILLED OUT BY SCHOOL EMPLOYEE

1. Today's date is **07/08/08**
2. Your agreement begins on **07/08/08**, and expires on **1st degree black belt**
3. Other students who may attend:

FIRST	LAST	DATE OF BIRTH

4. Buyer is a Student? (Circle One) Yes ☒ No ☐
5. Total Sales Price \$ **4549.00**
6. Amount of Down Payment is \$ **49.00**
7. Remaining Balance to be Paid to ASF \$ **4500.00**

WAIVER AND RELEASE OF LIABILITY: The School urges you and all students to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise class. All exercises, including the use of weights and use of any and all machinery, equipment, and apparatus designed for exercising shall be at the student's sole risk. Student understands that the agreement to use, or selection of exercise programs, methods and types of equipment shall be student's entire responsibility, and the School shall not be liable to student for any claims, demands, injuries, damages, or actions arising due to injury to student's person or property arising out of or in connection with the use by student of the services, facilities, and premises of the School. Student hereby holds the School, its officers, owners, agents and employees harmless from all claims which may be brought against them by student or on student's behalf for any such injuries or claims.

☒ STUDENT'S SIGNATURE *[Signature]*

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES, WHICH THE BUYER/STUDENT COULD ASSERT AGAINST THE SCHOOL AS A RESULT OF THIS CONTRACT. RECOVERY BY THE BUYER/STUDENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE BUYER/STUDENT TO THE SCHOOL PURSUANT TO THIS CONTRACT.

DEFAULT AND LATE PAYMENT: Should you default on any payment obligation as called for in this agreement, the entire remaining balance shall be deemed due and payable upon demand, and you agree to pay allowable interest, and all cost of collection, including, but not limited to, collection agency fees, court costs and attorneys' fees. Should any monthly payment become more than 10 days past due, you will be charged a late fee to cover additional administrative expenses and other expenses related to obtaining your payment. A fee will be charged for all returned payments.

YOUR PAYMENT SCHEDULE WILL BE:

When Payments are due each Month	Number of Monthly Payments	Amount of Monthly Payments	First Payment Due Date-ASF Collects
15 th	36	\$125.00	7-15-08

CANCELLATION: If by reason of death or permanent disability, the buyer is unable to continue the agreement, the buyer or buyer's estate shall be relieved from the obligations of this contract, and if buyer has prepaid any sum, that amount shall be promptly refunded. Should student(s) permanently move their residence more than 25 miles from an affiliated area, payment on this agreement will be suspended upon payment of an appropriate cancellation fee of \$50.00 and legitimate verification of the move. The buyer may cancel this contract if the health club facility operated by the seller is moved to a location that is more than five (5) miles away from the 14598 Clay Terrace Boulevard, Suite 160, Carmel, IN 46032 address and that the services are no longer available as provided in the contract because of the seller's permanent discontinuance of operation. Student agrees to follow school rules as promulgated from time to time. Violation of these rules may be the cause for suspension or cancellation of membership.

School Representative *[Signature]*

Buyer's Signature *[Signature]*

Member's Signature (if different from buyer)

(C) I elect to pay my monthly installment payments by Electronic Funds Transfer (EFT). I understand and agree that should I discontinue this payment method, a \$20.00 fee will be added to each monthly installment to cover the costs of processing and handling.

This form of payment, if discontinued, does not release you from your payment obligation or membership.

ASF INTERNATIONAL EFT AUTHORIZATION

I, **Kirke Willing**, authorize my bank to make my payment by the method indicated below and post it to my account.

☐ Checking (Must attach voided check.) or ☐ Savings (Must attach deposit slip.) or
☐ Visa ☒ MasterCard ☐ American Express ☐ Discover

Number of payments **36** Amount of payment \$ **125.00** 1st due date **7-15-08**

Bank Name

Bank Phone #

Bank Address/City/State/Zip

Authorized Signature *[Signature]*

Date

LIBERTY EXPRESS

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Highlands Ranch, CO 80129
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SCHOOL#7417 ☐ New ☒ Renewal ☐ Replacement/Upgrade
Programs offered: ☒ Black Belt Club ☐ Leadership ☐ XMA

Membership Agreement

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants with respect to any aspect of a credit transaction on the basis of race, color, religion, national origin, sex or marital status, or age (provided the applicant has the capacity to contract). The agency that administers compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

(A) BUYER INFORMATION ONLY - TO BE FILLED OUT BY APPLICANT (PLEASE PRINT CLEARLY)

BUYER'S First Name <u>CYNTHIA</u>	Last <u>RECHMOND</u>	Birth date ()	Age ()	Home Phone ()	E-mail address ()
Current mailing address City ()		State ()	Zip ()	Social Security # ()	
Employer ()	Position ()	How long (yrs/mos)	Work Phone ()		

YOU, THE BUYER, MAY CANCEL THIS AGREEMENT BY MIDNIGHT OF SCHOOL'S THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT, AND SUCH CANCELLATION MUST BE IN WRITING TO THE SCHOOL. IN THE EVENT THE SCHOOL CLOSES AND CEASES DOING BUSINESS, YOU ARE NO LONGER OBLIGATED TO MAKE PAYMENTS UNDER THIS AGREEMENT.

(B) TO BE FILLED OUT BY SCHOOL EMPLOYEE

1. Today's date is 8/12/08

2. Your agreement begins on 2/11/09 and expires on

1st DEGREE BLACK BELT

3. Other students who may attend:

FIRST [REDACTED] LAST [REDACTED]

DATE OF BIRTH

4. Buyer is a Student? (Circle One) Yes (No)

5. Total Sales Price \$ 1474.00

6. Amount of Down Payment is \$ 1474.00

7. Remaining Balance to be Paid to ASF \$ _____

WAIVER AND RELEASE OF LIABILITY: The School urges you and all students to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise class. All exercises, including the use of weights and use of any and all machinery, equipment, and apparatus designed for exercising shall be at the student's sole risk. Student understands that the agreement to use, or selection of exercise programs, methods and types of equipment shall be student's entire responsibility, and the School shall not be liable to student for any claims, demands, injuries, damages, or actions arising due to injury to student's person or property arising out of or in connection with the use by student of the services, facilities, and premises of the School. Student hereby holds the School, its officers, owners, agents and employees harmless from all claims which may be brought against them by student or on student's behalf for any such injuries or claims.

STUDENT'S SIGNATURE _____

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES, WHICH THE BUYER/STUDENT COULD ASSERT AGAINST THE SCHOOL AS A RESULT OF THIS CONTRACT. RECOVERY BY THE BUYER/STUDENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE BUYER/STUDENT TO THE SCHOOL PURSUANT TO THIS CONTRACT.

YOUR PAYMENT SCHEDULE WILL BE:

When Payments are due each Month <u>CHECK</u>	Number of Monthly Payments <u>CHECK</u>	Amount of Monthly Payments <u>CHECK</u>	First Payment Due Date-ASF Collects <u>CHECK</u>
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DEFAULT AND LATE PAYMENT: Should you default on any payment obligation as called for in this agreement, the entire remaining balance shall be deemed due and payable upon demand, and you agree to pay allowable interest, and all cost of collection, including, but not limited to, collection agency fees, court costs and attorneys' fees. Should any monthly payment become more than 10 days past due, you will be charged a late fee to cover additional administrative expenses and other expenses related to obtaining your payment. A fee will be charged for all returned payments.

CANCELLATION: If by reason of death or permanent disability, the buyer is unable to continue the agreement, the buyer or buyer's estate shall be relieved from the obligations of this contract, and if buyer has prepaid any sum, that amount shall be promptly refunded. Should student(s) permanently move their residence more than 25 miles from an affiliated area, payment on this agreement will be suspended upon payment of an appropriate cancellation fee of \$50.00 and legitimate verification of the move. The buyer may cancel this contract if the health club facility operated by the seller is moved to a location that is more than five (5) miles away from the 14598 Clay Terrace Boulevard, Suite 160, Carmel, IN 46032 address and that the services are no longer available as provided in the contract because of the seller's permanent discontinuance of operation. Student agrees to follow school rules as promulgated from time to time. Violation of these rules may be the cause for suspension or cancellation of membership.

School Representative [Signature] Buyer's Signature [Signature] Member's Signature (if different from buyer) _____

(C) I elect to pay my monthly installment payments by Electronic Funds Transfer (EFT). I understand and agree that should I discontinue this payment method, a \$20.00 fee will be added to each monthly installment to cover the costs of processing and handling.

This form of payment, if discontinued, does not release you from your payment obligation or membership contract.

ASF INTERNATIONAL EFT AUTHORIZATION

I, _____, authorize my bank to make my payment by the method indicated below and post it to my account.

☐ Checking (Must attach voided check.) or ☐ Savings (Must attach deposit slip.) or
☐ Visa ☐ MasterCard ☐ American Express ☐ Discover

Account #: _____ Routing # or Expiration Date (if Credit Card) _____

Number of payments _____ Amount of payment \$ _____ 1st due date _____

Bank Name _____ Bank Phone # _____

Bank Address/City/State/Zip _____

Authorized Signature _____

Date _____

STATE'S
EXHIBIT

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LIBERTY EXPRESS

NOV-06-2008 17:11

BUYER HAS OPTION FOR PRO-RATED REFUND ON 2/11/09 / IF NOT WITHIN 30 DAYS WILL BE DEDUCTED FROM 1474.00



640 Plaza Drive, Suite 300
Highlands Ranch, CO 80129
www.myasfaccount.com
1-800-525-8967

SCHOOL#7417 ☒ New ☐ Renewal ☐ Replacement/Upgrade

Programs offered ☒ Black Belt Club ☐ Leadership ☐ XMA

Membership Agreement

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants with respect to any aspect of a credit transaction on the basis of race, color, religion, national origin, sex or marital status, or age (provided the applicant has the capacity to contract). The agency that administers compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

(A) BUYER INFORMATION ONLY - TO BE FILLED OUT BY APPLICANT (PLEASE PRINT CLEARLY)

BUYER'S First Name <u>Jason</u>	Last <u>Richmond</u>	Birth date	Age	Home Phone	E-mail address
Current mailing address <u>[REDACTED]</u>		City	State	Zip	City #
Employer <u>[REDACTED]</u>	Position <u>[REDACTED]</u>	How long (yrs/mos)	Work Phone ()		

YOU, THE BUYER, MAY CANCEL THIS AGREEMENT BY MIDNIGHT OF SCHOOL'S THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT, AND SUCH CANCELLATION MUST BE IN WRITING TO THE SCHOOL. IN THE EVENT THE SCHOOL CLOSES AND CEASES DOING BUSINESS, YOU ARE NO LONGER OBLIGATED TO MAKE PAYMENTS UNDER THIS AGREEMENT.

(B) TO BE FILLED OUT BY SCHOOL EMPLOYEE

- Today's date is 02/11/08
- Your agreement begins on 02/11/08 and expires on 02/11/09
- Other students who may attend:

FIRST

LAST

DATE OF BIRTH

4. Buyer is a Student? (Circle One) Yes No

5. Total Sales Price \$ 1474.00

6. Amount of Down Payment is \$ 1474.00

7. Remaining Balance to be Paid to ASF \$ 0.00

WAIVER AND RELEASE OF LIABILITY: The School urges you and all students to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise class. All exercises, including the use of weights and use of any and all machinery, equipment, and apparatus designed for exercising shall be at the student's sole risk. Student understands that the agreement to use, or selection of exercise programs, methods and types of equipment shall be student's entire responsibility, and the School shall not be liable to student for any claims, demands, injuries, damages, or actions arising due to injury to student's person or property arising out of or in connection with the use by student of the services, facilities, and premises of the School. Student hereby holds the School, its officers, owners, agents and employees harmless from all claims which may be brought against them by student or on student's behalf for any such injuries or claims.

STUDENT'S SIGNATURE [Signature]

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES, WHICH THE BUYER/STUDENT COULD ASSERT AGAINST THE SCHOOL AS A RESULT OF THIS CONTRACT. RECOVERY BY THE BUYER/STUDENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE BUYER/STUDENT TO THE SCHOOL PURSUANT TO THIS CONTRACT.

YOUR PAYMENT SCHEDULE WILL BE:

When Payments are due each Month	Number of Monthly Payments	Amount of Monthly Payments	First Payment Due Date-ASF Collects
<u>1</u>	<u>1</u>	<u>1474.00</u>	<u>1</u>

DEFAULT AND LATE PAYMENT: Should you default on any payment obligation as called for in this agreement, the entire remaining balance shall be deemed due and payable upon demand, and you agree to pay allowable interest, and all cost of collection, including, but not limited to, collection agency fees, court costs and attorneys' fees. Should any monthly payment become more than 10 days past due, you will be charged a late fee to cover additional administrative expenses and other expenses related to obtaining your payment. A fee will be charged for all returned payments.

CANCELLATION: If by reason of death or permanent disability, the buyer is unable to continue the agreement, the buyer or buyer's estate shall be relieved from the obligations of this contract, and if buyer has prepaid any sum, that amount shall be promptly refunded. Should student(s) permanently move their residence more than 25 miles from an affiliated area, payment on this agreement will be suspended upon payment of an appropriate cancellation fee of \$50.00 and legitimate verification of the move. The buyer may cancel this contract if the health club facility operated by the seller is moved to a location that is more than five (5) miles away from the 14598 Clay Terrace Boulevard, Suite 160, Carmel, IN 46032 address and that the services are no longer available as provided in the contract because of the seller's permanent discontinuance of operation. Student agrees to follow school rules as promulgated from time to time. Violation of these rules may be the cause for suspension or cancellation of membership.

School Representative [Signature]

Buyer's Signature [Signature]

Member's Signature (if different from buyer)

(C) I elect to pay my monthly installment payments by Electronic Funds Transfer (EFT). I understand and agree that should I discontinue this payment method, a \$20.00 fee will be added to each monthly installment to cover the costs of processing and handling.

This form of payment, if discontinued, does not release you from your payment obligation or membership contract.

ASF INTERNATIONAL EFT AUTHORIZATION

I, [Signature], authorize my bank to make my payment by the method indicated below and post it to my account.

☐ Checking (Must attach voided check.) or ☐ Savings (Must attach deposit slip.) or
☐ Visa ☐ MasterCard ☐ American Express ☐ Discover

Account #:

Routing # or Expiration Date (If Credit Card)

Number of payments

Amount of payment \$

Due date

Bank Name

Bank Phone #

Bank Address/City/State/Zip

Authorized Signature

Date

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SCHOOL #7417 ☒ New ☐ Renewal ☐ Replacement/Upgrade
Programs offered: ☒ Black Belt Club ☐ Leadership ☐ XMA

Membership Agreement

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants with respect to any aspect of a credit transaction on the basis of race, color, religion, national origin, sex or marital status, or age (provided the applicant has the capacity to contract). The agency that administers compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

(A) BUYER INFORMATION ONLY - TO BE FILLED OUT BY APPLICANT (PLEASE PRINT CLEARLY)

BUYER'S First Name <u>Ashley</u>	Last <u>Knott</u>	Birth date	Age	Home Phone	E-mail address
Current mailing address		City	State	Zip	Social security #
Employer		Position	How long (yrs/mos)	Work Phone	

YOU, THE BUYER, MAY CANCEL THIS AGREEMENT BY MIDNIGHT OF SCHOOL'S THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT, AND SUCH CANCELLATION MUST BE IN WRITING TO THE SCHOOL. IN THE EVENT THE SCHOOL CLOSES AND CEASES DOING BUSINESS, YOU ARE NO LONGER OBLIGATED TO MAKE PAYMENTS UNDER THIS AGREEMENT.

(B) TO BE FILLED OUT BY SCHOOL EMPLOYEE

- Today's date is 04/16/08
- Your agreement begins on 04/16/08, and expires on 1st degree black belt
- Other students who may attend:

FIRST	LAST	DATE OF BIRTH

- Buyer is a Student? (Circle One) Yes ☐ No ☒
- Total Sales Price \$ 2209.00
- Amount of Down Payment is \$ 2209.00
- Remaining Balance to be Paid to ASF \$

WAIVER AND RELEASE OF LIABILITY: The School urges you and all students to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise class. All exercises, including the use of weights and use of any and all machinery, equipment, and apparatus designed for exercising shall be at the student's sole risk. Student understands that the agreement to use, or selection of exercise programs, methods and types of equipment shall be student's entire responsibility, and the School shall not be liable to student for any claims, demands, injuries, damages, or actions arising due to injury to student's person or property arising out of or in connection with the use by student of the services, facilities, and premises of the School. Student hereby holds the School, its officers, owners, agents and employees harmless from all claims which may be brought against them by student or on student's behalf for any such injuries or claims.

☒ STUDENT'S SIGNATURE ASHLEY KNOTT

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES, WHICH THE BUYER/STUDENT COULD ASSERT AGAINST THE SCHOOL AS A RESULT OF THIS CONTRACT. RECOVERY BY THE BUYER/STUDENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE BUYER/STUDENT TO THE SCHOOL PURSUANT TO THIS CONTRACT.

YOUR PAYMENT SCHEDULE WILL BE:

When Payments are due each Month	Number of Monthly Payments	Amount of Monthly Payments	First Payment Due Date-ASF Collects
<u>1</u>	<u>1</u>	<u>2209.00</u>	

DEFAULT AND LATE PAYMENT: Should you default on any payment obligation as called for in this agreement, the entire remaining balance shall be deemed due and payable upon demand, and you agree to pay allowable interest, and all cost of collection, including, but not limited to, collection agency fees, court costs and attorneys' fees. Should any monthly payment become more than 10 days past due, you will be charged a late fee to cover additional administrative expenses and other expenses related to obtaining your payment. A fee will be charged for all returned payments.

CANCELLATION: If by reason of death or permanent disability, the buyer is unable to continue the agreement, the buyer or buyer's estate shall be relieved from the obligations of this contract, and if buyer has prepaid any sum, that amount shall be promptly refunded. Should student(s) permanently move their residence more than 25 miles from an affiliated area, payment on this agreement will be suspended upon payment of an appropriate cancellation fee of \$50.00 and legitimate verification of the move. The buyer may cancel this contract if the health club facility operated by the seller is moved to a location that is more than five (5) miles away from the 14598 Clay Terrace Boulevard, Suite 160, Carmel, IN 46032 address and that the services are no longer available as provided in the contract because of the seller's permanent discontinuance of operation. Student agrees to follow school rules as promulgated from time to time. Violation of these rules may be the cause for suspension or cancellation of membership.

School Representative [Signature]

Buyer's Signature ASHLEY KNOTT

Member's Signature (if different from buyer)

ASF INTERNATIONAL EFT AUTHORIZATION

I, , authorize my bank to make my payment by the method indicated below and post it to my account.

☐ Checking (Must attach voided check.) or ☐ Savings (Must attach deposit slip) or
☐ Visa ☐ MasterCard ☐ American Express ☐ Discover

Account #: Routing # or Expiration Date (if Credit Card)

Number of payments Amount of payment \$ 1st due date

Bank Name Bank Phone #

Bank Address/City/State/Zip

Authorized Signature

(C) I elect to pay my monthly installment payments by Electronic Funds Transfer (EFT). I understand and agree that should I discontinue this payment method, a \$20.00 fee will be added to each monthly installment to cover the costs of processing and handling.

This form of payment, if discontinued, does not release you from your payment obligation or membership contract.

STATE'S
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SCHOOL #7417 ☒ New ☐ Renewal ☐ Replacement/Upgrade

Programs offered: ☒ Black Belt Club ☐ Leadership ☐ XMA

Membership Agreement

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants with respect to any aspect of a credit transaction on the basis of race, color, religion, national origin, sex or marital status, or age (provided the applicant has the capacity to contract). The agency that administers compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

A) BUYER INFORMATION ONLY - TO BE FILLED OUT BY APPLICANT (PLEASE PRINT CLEARLY)

BUYER'S First Name	Last	Birth date	Age	Home Phone	E-mail address
A. Elliot	Archer				
Current mailing address	City	State	Zip	Social Security #	
Employer	Position	How long	Work Phone		
(yrs/mos)					

YOU, THE BUYER, MAY CANCEL THIS AGREEMENT BY MIDNIGHT OF SCHOOL'S THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT, AND SUCH CANCELLATION MUST BE IN WRITING TO THE SCHOOL. IN THE EVENT THE SCHOOL CLOSES AND CEASES DOING BUSINESS, YOU ARE NO LONGER OBLIGATED TO MAKE PAYMENTS UNDER THIS AGREEMENT.

B) TO BE FILLED OUT BY SCHOOL EMPLOYEE

Today's date is 10/09/07
Your agreement begins on 10/09/07 and expires on 1st degree black belt
Other students who may attend:

FIRST	LAST	DATE OF BIRTH
-------	------	---------------

Buyer is a Student? (Circle One) Yes ☐ No ☒

Total Sales Price \$ 4549.00

Amount of Down Payment is \$ 49.00

Remaining Balance to be Paid to ASF \$ 4500.00

YOUR PAYMENT SCHEDULE WILL BE:

When Payments due each Month	Number of Monthly Payments	Amount of Monthly Payments	First Payment Due Date-ASF Collects
15 th	36	\$125.00	10-15-07

WAIVER AND RELEASE OF LIABILITY: The School urges you and all students to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise class. All exercises, including the use of weights and use of any and all machinery, equipment, and apparatus designed for exercising shall be at the student's sole risk. Student understands that the agreement to use, or selection of exercise programs, methods and types of equipment shall be student's entire responsibility, and the School shall not be liable to student for any claims, demands, injuries, damages, or actions arising due to injury to student's person or property arising out of or in connection with the use by student of the services, facilities, and premises of the School. Student hereby holds the School, its officers, owners, agents and employees harmless from all claims which may be brought against them by student or on student's behalf for any such injuries or claims.

STUDENT'S SIGNATURE A. Elliot Archer

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES, WHICH THE BUYER/STUDENT COULD ASSERT AGAINST THE SCHOOL AS A RESULT OF THIS CONTRACT. RECOVERY BY THE BUYER/STUDENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE BUYER/STUDENT TO THE SCHOOL PURSUANT TO THIS CONTRACT.

DEFAULT AND LATE PAYMENT: Should you default on any payment obligation as called for in this agreement, the entire remaining balance shall be deemed due and payable upon demand, and you agree to pay allowable interest, and all cost of collection, including, but not limited to, collection agency fees, court costs and attorneys' fees. Should any monthly payment become more than 10 days past due, you will be charged a late fee to cover additional administrative expenses and other expenses related to obtaining your payment. A fee will be charged for all returned payments.

CANCELLATION: If by reason of death or permanent disability, the buyer is unable to continue the agreement, the buyer or buyer's estate shall be relieved from the obligations of this contract, and if buyer has prepaid any sum, that amount shall be promptly refunded. Should student(s) permanently move their residence more than 25 miles from an affiliated area, payment on this agreement will be suspended upon payment of an appropriate cancellation fee of \$50.00 and legitimate verification of the move. The buyer may cancel this contract if the health club facility operated by the seller is moved to a location that is more than five (5) miles away from 14598 Clay Terrace Boulevard, Suite 160, Carmel, IN 46032 address and that the services are no longer available as provided in the contract because of the seller's permanent discontinuance of operation. Student agrees to follow school rules as promulgated from time to time. Violation of these rules may be the cause for suspension or cancellation of membership.

School Representative

Buyer's Signature

Member's Signature (If different from buyer)

I elect to pay my monthly installment payments by Electronic Funds Transfer (EFT). I understand and agree that should I discontinue this payment method, a \$20.00 fee will be added to each monthly installment to cover the costs of processing and handling.

This form of payment, if discontinued, does not constitute a termination or

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ASF INTERNATIONAL EFT AUTHORIZATION
I, A. Elliot Archer, authorize my bank to make my payment by the method indicated below and post it to my account.

☐ Checking (Must attach voided check) or ☐ Savings (Must attach deposit slip) or
☐ Visa ☐ MasterCard ☒ American Express ☐ Discover

Number of payments 36 Amount of payment \$ 125.00 1st due date 10-15-07

Bank Name

Bank Phone #

Bank Address/City/State/Zip

Authorized Signature

Date

640 Plaza Drive, Suite 300, Highlands Ranch, CO 80129 / 303-986-9563 / 800-525-8967 / Fax 303-980-8006 / www.myasfacecount.com

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640 Plaza Drive, Suite 300
Highlands Ranch, CO 80129
www.myasfaccount.com
1-800-525-8967

SCHOOL#7417 ☐ New ☐ Renewal ☐ Replacement/Upgrade

Programs offered: ☐ Black Belt Club ☐ Leadership ☐ XMA

Membership Agreement

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants with respect to any aspect of a credit transaction on the basis of race, color, religion, national origin, sex or marital status, or age (provided the applicant has the capacity to contract). The agency that administers compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

(A) BUYER INFORMATION ONLY - TO BE FILLED OUT BY APPLICANT (PLEASE PRINT CLEARLY)

BUYER'S First Name <u>Tuan</u>	Last <u>Rivera</u>	Birth date [REDACTED]	Age [REDACTED]	Home Phone [REDACTED]	E-mail address [REDACTED]
Current mailing address [REDACTED]	City [REDACTED]	State [REDACTED]	Zip [REDACTED]	Social Security [REDACTED]	
Employer [REDACTED]	Position [REDACTED]	How long (yrs/mos) [REDACTED]	Work Phone [REDACTED]		

YOU, THE BUYER, MAY CANCEL THIS AGREEMENT BY MIDNIGHT OF SCHOOL'S THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT, AND SUCH CANCELLATION MUST BE IN WRITING TO THE SCHOOL. IN THE EVENT THE SCHOOL CLOSES AND CEASES DOING BUSINESS, YOU ARE NO LONGER OBLIGATED TO MAKE PAYMENTS UNDER THIS AGREEMENT.

(B) TO BE FILLED OUT BY SCHOOL EMPLOYEE

1. Today's date is 08/31/07
2. Your agreement begins on 08/31/07, and expires on 1st degree Black Belt
3. Other students who may attend:

FIRST	LAST	DATE OF BIRTH

4. Buyer is a Student? (Circle One) Yes ☒ No ☐

5. Total Sales Price \$ 7299.00

6. Amount of Down Payment is \$ 99.00

7. Remaining Balance to be Paid to ASF \$ 7200.00

YOUR PAYMENT SCHEDULE WILL BE:

en Payments due each Month	Number of Monthly Payments	Amount of Monthly Payments	First Payment Due Date-ASF Collects
5th	36	\$200.00	09-05-07

WAIVER AND RELEASE OF LIABILITY: The School urges you and all students to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise class. All exercises, including the use of weights and use of any and all machinery, equipment, and apparatus designed for exercising shall be at the student's sole risk. Student understands that the agreement to use, or selection of exercise programs, methods and types of equipment shall be student's entire responsibility, and the School shall not be liable to student for any claims, demands, injuries, damages, or actions arising due to injury to student's person or property arising out of or in connection with the use by student of the services, facilities, and premises of the School. Student hereby holds the School, its officers, owners, agents and employees harmless from all claims which may be brought against them by student or on student's behalf for any such injuries or claims.

STUDENT'S SIGNATURE _____

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Representative _____

Buyer's Signature _____

Member's Signature (if different from buyer) _____

I agree to pay my monthly installment by Electronic Funds Transfer (EFT). I understand and agree that should I discontinue this method, a \$20.00 fee will be added to my installment to cover the costs of and handling.

If payment, if discontinued, does not from your payment obligation or contract.

ASF INTERNATIONAL EFT AUTHORIZATION

I, Tuan Rivera, authorize my bank to make my payment by the method indicated below and post it to my account.

☐ Checking (Must attach voided check.) or ☐ Savings (Must attach deposit slip.) or
☐ Visa ☒ MasterCard ☐ American Express ☐ Discover

Number of payments 36 Amount of payment \$ 200 1st due date 9-5-07

Bank Name FIRST NATIONAL Bank Phone # _____

Bank Address/City/State/Zip _____

STATE'S
AUDIT



640 Plaza Drive, Suite 300
Highlands Ranch, CO 80129
www.myasfaccount.com
1-800-525-8967

SCHOOL#7417 ☐ New ☐ Renewal ☒ Replacement/Upgrade

Programs offered: ☒ Black Belt Club ☐ Leadership ☐ XMA

Membership Agreement

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants with respect to any aspect of a credit transaction on the basis of race, color, religion, national origin, sex or marital status, or age (provided the applicant has the capacity to contract). The agency that administers compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

(A) BUYER INFORMATION ONLY - TO BE FILLED OUT BY APPLICANT (PLEASE PRINT CLEARLY)

BUYER'S First Name DHEERAJ	Last SIN BH	Birth date 3/17/1986	Age 21	Home Phone 574-1656	E-mail address
Current mailing address [REDACTED]		City [REDACTED]	State [REDACTED]	Zip [REDACTED]	Social Security # [REDACTED]
Employer [REDACTED]	Position [REDACTED]	How long (yrs/mos) [REDACTED]	Work Phone [REDACTED]		

YOU, THE BUYER, MAY CANCEL THIS AGREEMENT BY MIDNIGHT OF SCHOOL'S THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT, AND SUCH CANCELLATION MUST BE IN WRITING TO THE SCHOOL. IN THE EVENT THE SCHOOL CLOSES AND CEASES DOING BUSINESS, YOU ARE NO LONGER OBLIGATED TO MAKE PAYMENTS UNDER THIS AGREEMENT.

(B) TO BE FILLED OUT BY SCHOOL EMPLOYEE

- Today's date is **4/18/08**
- Your agreement begins on **4/18/08** and expires on **1st DEGREE BLACK BELT**
- Other students who may attend:

FIRST	LAST	DATE OF BIRTH
[REDACTED]	[REDACTED]	[REDACTED]

- Buyer is a Student? (Circle One) Yes **60**
- Total Sales Price \$ **2120.80**
- Amount of Down Payment is \$ **2120.80**
- Remaining Balance to be Paid to ASF \$ **0.00**

YOUR PAYMENT SCHEDULE WILL BE:

When Payments are due each Month	Number of Monthly Payments	Amount of Monthly Payments	First Payment Due Date-ASF Collects
1st	1	2120.80	4/18/08

WAIVER AND RELEASE OF LIABILITY: The School urges you and all students to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise class. All exercises, including the use of weights and use of any and all machinery, equipment, and apparatus designed for exercising shall be at the student's sole risk. Student understands that the agreement to use, or selection of exercise programs, methods and types of equipment shall be student's entire responsibility, and the School shall not be liable to student for any claims, demands, injuries, damages, or actions arising due to injury to student's person or property arising out of or in connection with the use by student of the services, facilities, and premises of the School. Student hereby holds the School, its officers, owners, agents and employees harmless from all claims which may be brought against them by student or on student's behalf for any such injuries or claims.

X STUDENT'S SIGNATURE *[Signature]*

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES, WHICH THE BUYER/STUDENT COULD ASSERT AGAINST THE SCHOOL AS A RESULT OF THIS CONTRACT. RECOVERY BY THE BUYER/STUDENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE BUYER/STUDENT TO THE SCHOOL PURSUANT TO THIS CONTRACT.

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School Representative *[Signature]* Buyer's Signature *[Signature]* Member's Signature (if different from buyer)

(C) I elect to pay my monthly installment payments by Electronic Funds Transfer (EFT). I understand and agree that should I discontinue this payment method, a \$20.00 fee will be added to each monthly installment to cover the costs of processing and handling.

ASF INTERNATIONAL EFT AUTHORIZATION

I, _____, authorize my bank to make my payment by the method indicated below and post it to my account.

☐ Checking (Must attach voided check.) or ☐ Savings (Must attach deposit slip.) or

☐ Visa ☐ MasterCard ☐ American Express ☐ Discover

Account #: _____ Routing # or Expiration Date (if Credit Card) _____

Number of payments _____ Amount of payment \$ _____ 1st due date _____

Bank Name _____ Bank Phone # _____

Bank Address/City/State/Zip _____

Authorized Signature _____

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640 Plaza Drive, Suite 300
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1-800-525-8967

SCHOOL #7417 ☒ New ☐ Renewal ☐ Replacement/Upgrade
Programs offered: ☒ Black Belt Club ☐ Leadership ☐ XMA

Membership Agreement

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants with respect to any aspect of a credit transaction on the basis of race, color, religion, national origin, sex or marital status, or age (provided the applicant has the capacity to contract). The agency that administers compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

(A) BUYER INFORMATION ONLY - TO BE FILLED OUT BY APPLICANT (PLEASE PRINT CLEARLY)

BUYER'S First Name <u>Dheera</u>	Last <u>Singh</u>	Birth date ____/____/____	Age ____	Home Phone () ____-____	E-mail address ____@____.____
Current mailing address _____ _____ _____		State ____	Zip ____-____	Social Security # ____-____-____	
Employer _____	Position _____	How long (yrs/mos) ____/____	Work Phone () ____-____		

YOU, THE BUYER, MAY CANCEL THIS AGREEMENT BY MIDNIGHT OF SCHOOL'S THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT, AND SUCH CANCELLATION MUST BE IN WRITING TO THE SCHOOL. IN THE EVENT THE SCHOOL CLOSES AND CEASES DOING BUSINESS, YOU ARE NO LONGER OBLIGATED TO MAKE PAYMENTS UNDER THIS AGREEMENT.

(B) TO BE FILLED OUT BY SCHOOL EMPLOYEE

- Today's date is 11/12/08
- Your agreement begins on 1/12/09 and expires on 3/12/09
- Other students who may attend:
FIRST _____ LAST _____ DATE OF BIRTH ____/____/____

- Buyer is a Student? (Circle One) Yes ☐ No ☒
- Total Sales Price \$ 1849.00
- Amount of Down Payment is \$ 1849.00
- Remaining Balance to be Paid to ASF \$ _____

WAIVER AND RELEASE OF LIABILITY: The School urges you and all students to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise class. All exercises, including the use of weights and use of any and all machinery, equipment, and apparatus designed for exercising shall be at the student's sole risk. Student understands that the agreement to use, or selection of exercise programs, methods and types of equipment shall be student's entire responsibility, and the School shall not be liable to student for any claims, demands, injuries, damages, or actions arising due to injury to student's person or property arising out of or in connection with the use by student of the services, facilities, and premises of the School. Student hereby holds the School, its officers, owners, agents and employees harmless from all claims which may be brought against them by student or on student's behalf for any such injuries or claims.

☒ STUDENT SIGNATURE _____

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES, WHICH THE BUYER/STUDENT COULD ASSERT AGAINST THE SCHOOL AS A RESULT OF THIS CONTRACT. RECOVERY BY THE BUYER/STUDENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE BUYER/STUDENT TO THE SCHOOL PURSUANT TO THIS CONTRACT.

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YOUR PAYMENT SCHEDULE WILL BE:

When Payments are due each Month	Number of Monthly Payments	Amount of Monthly Payments	First Payment Due Date-ASF Collects
_____	<u>1</u>	<u>1849.00</u>	_____

CANCELLATION: If by reason of death or permanent disability, the buyer is unable to continue the agreement, the buyer or buyer's estate shall be relieved from the obligations of this contract, and if buyer has prepaid any sum, that amount shall be promptly refunded. Should student(s) permanently move their residence more than 25 miles from an affiliated area, payment on this agreement will be suspended upon payment of an appropriate cancellation fee of \$50.00 and legitimate verification of the move. The buyer may cancel this contract if the health club facility operated by the seller is moved to a location that is more than five (5) miles away from the 14598 Clay Terrace Boulevard, Suite 160, Carmel, IN 46032 address and that the services are no longer available as provided in the contract because of the seller's permanent discontinuance of operation. Student agrees to follow school rules as promulgated from time to time. Violation of these rules may be the cause for suspension or cancellation of membership.

School Representative _____

Buyer's Signature _____

Member's Signature (if different from buyer) _____

(C) I elect to pay my monthly installment payments by Electronic Funds Transfer (EFT). I understand and agree that should I discontinue this payment method, a \$20.00 fee will be added to each monthly installment to cover the costs of processing and handling.

This form of payment, if discontinued, does not incur a fee.

STATE'S EXHIBIT

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ASF INTERNATIONAL EFT AUTHORIZATION

I, _____, authorize my bank to make my payment by the method indicated below and post it to my account.

- ☐ Checking (Must attach voided check.) or ☐ Savings (Must attach deposit slip.) or
☐ Visa ☐ MasterCard ☐ American Express ☐ Discover

Account # _____

Routing # or Expiration Date (if Credit Card) _____

Number of payments _____

Amount of payment \$ _____

1st due date _____

Bank Name _____

Bank Phone # _____

Bank Address/City/State/Zip _____

Authorized Signature _____

LIBERTY EXPRESS

NOV-06-2008 17:22



640 Plaza Drive, Suite 300
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1-800-525-8967

SCHOOL#7417 ☐ New ☐ Re ☐ Replacement/Upgrade

Programs offered: ☐ Black Belt Club ☐ Leadership ☐ XMA

Membership Agreement

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(A) BUYER INFORMATION ONLY - TO BE FILLED OUT BY APPLICANT (PLEASE PRINT CLEARLY)

BUYER'S First Name <u>Nicole</u>	Last <u>Primavera</u>	Birth date	Age	Home Phone	E-mail address
Current mailing address	City	State	Zip	Social Security #	
Employer	Position	How long	Work Phone		
(yrs/mos)					

YOU, THE BUYER, MAY CANCEL THIS AGREEMENT BY MIDNIGHT OF SCHOOL'S THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT, AND SUCH CANCELLATION MUST BE IN WRITING TO THE SCHOOL. IN THE EVENT THE SCHOOL CLOSES AND CEASES DOING BUSINESS, YOU ARE NO LONGER OBLIGATED TO MAKE PAYMENTS UNDER THIS AGREEMENT.

(B) TO BE FILLED OUT BY SCHOOL EMPLOYEE

- Today's date is 11/09/07
- Your agreement begins on 11/09/07, and expires on 1st degree black belt
- Other students who may attend:

FIRST	LAST	DATE OF BIRTH

- Buyer is a Student? (Circle One) Yes ☒ No ☐
- Total Sales Price \$ 4549.00 3600.00
- Amount of Down Payment is \$ 49.00
- Remaining Balance to be Paid to ASF \$ 0

YOUR PAYMENT SCHEDULE WILL BE:

When Payments are due each Month	Number of Monthly Payments	Amount of Monthly Payments	First Payment Due Date-ASF Collects
<u>9th</u>	<u>1</u>	<u>3600</u>	<u>11-9-07</u>

WAIVER AND RELEASE OF LIABILITY: The School urges you and all students to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise class. All exercises, including the use of weights and use of any and all machinery, equipment, and apparatus designed for exercising shall be at the student's sole risk. Student understands that the agreement to use, or selection of exercise programs, methods and types of equipment shall be student's entire responsibility, and the School shall not be liable to student for any claims, demands, injuries, damages, or actions arising due to injury to student's person or property arising out of or in connection with the use by student of the services, facilities, and premises of the School. Student hereby holds the School, its officers, owners, agents and employees harmless from all claims which may be brought against them by student or on student's behalf for any such injuries or claims.

☒ STUDENT'S SIGNATURE Nicole Primavera

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School Representative [Signature]

Buyer's Signature Nicole Primavera

Member's Signature (if different from buyer)

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This form of payment, if discontinued, does not release you from your payment obligation or membership contract.

YOU, THE BUYER, ARE ENTITLED TO A
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ASF INTERNATIONAL EFT AUTHORIZATION

I, Nicole Primavera, authorize my bank to make my payment by the method indicated below and post it to my account.

- ☐ Checking (Must attach voided check) ☐ Savings (Must attach deposit slip.) or
☐ Visa ☐ MasterCard ☒ American Express ☐ Discover

Number of payments 1, Amount of payment \$ 3600.00, 1st due date 11-9-07

Bank Name

Bank Phone #

Bank Address/City/State/Zip

Authorized Signature [Signature]

Date 11/9/07

STATE'S
EXHIBIT

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CONSUMER COMPLAINT FORM

Office of the Indiana Attorney General

NOV 10 2008

To prevent delay, please be sure to complete **both sides** of this form in full. Please print clearly or type. **DO NOT** include your Social Security Number on this form or in any accompanying documents.

1. YOUR INFORMATION

☐ Mr. ☒ Mrs. ☐ Miss ☐ Ms. ☐ Dr.
Name Mishra, Monica
Address [REDACTED]
City [REDACTED] State [REDACTED]
ZIP [REDACTED] County [REDACTED]
Age ☐ 18-24 ☒ 25-34 ☐ 35-44 ☐ 45-54 ☐ 55-64 ☐ 65+
Phone [REDACTED] Day
[REDACTED] Evening
E-mail [REDACTED]

2. WHO IS YOUR COMPLAINT AGAINST?

Name/Firm Champion Martial Arts
Address 14598 Clay Terrace Blvd
City Carmel State IN
ZIP 46074 County Hamilton
Phone (317) 844-0400
E-mail _____
Person you dealt with Jonathan Stowe

3. WHEN DID TRANSACTION/INCIDENT OCCUR?

Date Feb 2008 Time _____ AM ☐ PM ☐

4. WHERE DID THE TRANSACTION/INCIDENT YOU ARE COMPLAINING ABOUT TAKE PLACE? (Check box when applicable)

- ☒ At the firm's place of business
☐ My home
☐ Away from the firm's place of business (work, convention, etc.)
☐ Other _____
- ☐ By Mail
☐ By Internet/e-mail
☐ By telephone

5. WHAT WAS THE VERY FIRST CONTACT BETWEEN YOU AND THE FIRM?

- ☐ I telephoned the firm
☐ I responded to a TV/radio ad
☐ A person came to my home
☐ I received information by e-mail
☐ I received information in the mail
- ☒ I went to the firm's place of business
☐ I received a telephone call from the firm
☐ I responded to an offer on the Internet
☐ I responded to a printed advertisement
☐ Other _____

6. DO YOU CONSENT TO DISCLOSING THE FOLLOWING TO THE PUBLIC?

The nature and status of your complaint and the name of the firm? ☒ Yes ☐ No
Your name? ☒ Yes ☐ No
Your phone number? ☒ Yes ☐ No

7. WHAT WAS THE TRANSACTION FOR?

- ☐ My business
☒ My family/household
☐ My farm

8. HOW DID YOU PAY?

- ☐ Cash ☐ Credit Card ☐ Medicaid ☐ Private Insurance
☒ Check ☐ Installment Loan ☐ Medicare ☐ Other _____

9. DID YOU SIGN ANY WRITTEN AGREEMENT? IF YES, PLEASE ATTACH A COPY OF THE AGREEMENT.

☒ Yes ☐ No

For Office Use Only:

Ind	Prac	PL	MO	NJ	OA:	Inv.	Sec	File #

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10. HAVE YOU COMPLAINED TO THE BUSINESS? (Check box when applicable)

☐ Yes ☒ No

When? _____ Action taken? _____

11. WITH WHAT OTHER AGENCY HAVE YOU FILED THIS COMPLAINT?

When? _____ Action taken? _____

12. HAVE YOU CONTACTED A PRIVATE ATTORNEY?

☐ Yes ☒ No

13. HAVE YOU STARTED A COURT ACTION? IF YES, PLEASE ATTACH A COPY OF ALL COURT PAPERS.

☐ Yes ☒ No

14. HAVE YOU BEEN SUED OVER THIS ISSUE? IF YES, PLEASE ATTACH A COPY OF ALL COURT PAPERS.

☐ Yes ☒ No

15. DOLLAR AMOUNT ASSOCIATED WITH YOUR LOSS, IF ANY. \$ _____

16. PLEASE DESCRIBE YOUR COMPLAINT IN DETAIL (ATTACH ADDITIONAL PAGES IF NECESSARY)

Please attach a copy of all papers involved (order blank, warranty, credit card receipt and statement, invoice, contract or written agreement, advertisement, check, correspondence and all other related documents). Please print clearly or type. DO NOT INCLUDE YOUR SOCIAL SECURITY NUMBER.

Champion Martial Arts is a facility for teaching karate lessons. On 02/06/2008, we enrolled our son Rikvik for \$1,710 + \$99 (joining fees) for 1 yr period - we signed contract papers.

Later, they offered to join our daughter for an additional \$1,250 - they would also increase duration of the contract for both children from 1 year to 3 years, to which we agreed and paid via check on 07/11/08. No contract was signed. When we asked them for the contract, they said since we had already signed a contract earlier they had us in their computer system, signing a new contract was not needed.

17. HOW WOULD YOU LIKE YOUR COMPLAINT RESOLVED?

Pro-rated refund of the paid amount. Total contract = 72 months. Contract term honored = 9+4 = 13 months. Contract period not honored = 59 months. Amount refund = $1809 \times 59 / 72 = \$2,506$.

18. CONSENT AND VERIFICATION

I affirm, under the penalties for perjury, that the foregoing representations, and those in all attachments, are true. The information I have provided in this complaint form is based upon my personal knowledge. I consent to the release of any information to the Consumer Protection Division relating to this complaint. I understand that I should not include my Social Security Number in any information submitted to the Consumer Protection Division. If I do provide my Social Security Number, I expressly consent to the disclosure of my Social Security Number in accordance with Indiana Code § 4-1-10-5(2).

Your Signature _____

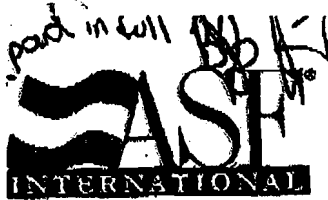
Date _____

WHAT WILL HAPPEN NOW? WHAT ELSE SHOULD YOU DO?

The Consumer Protection Division will send a copy of your complaint to the respondent firm or licensed professional. This office cannot disclose your complaint against a licensed professional to the public unless this office files a disciplinary action against the licensed professional. This office represents the State of Indiana and is limited in the remedies it can pursue. You may be entitled to compensation or other rights that we cannot pursue for you. In addition to filing this complaint, you may want to consider contacting a private attorney or your local small claims court.

MAIL COMPLETED FORMS TO:

Attorney General Steve Carter
Consumer Protection Division
Government Center South, 5th floor
302 West Washington Street
Indianapolis, IN 46204
PH: 317-232-6330 • FAX: 317-233-4393
www.IndianaConsumer.com



640 Plaza Drive, Suite 300
Highlands Ranch, CO 80129
www.myasfaccount.com
1-800-525-8967

SCHOOL#7417 ☒ New ☐ Renewal ☐ Replacement/Upgrade

Programs offered: ☒ Black Belt Club ☐ Leadership ☐ XMA

Membership Agreement

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants with respect to any aspect of a credit transaction on the basis of race, color, religion, national origin, sex or marital status, or age (provided the applicant has the capacity to contract). The agency that administers compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

(A) BUYER INFORMATION ONLY - TO BE FILLED OUT BY APPLICANT (PLEASE PRINT CLEARLY)

BUYER'S First Name <u>Maria</u>	Last <u>Siegmund</u>	Birth date	Age	Home Phone	E-mail address
Current mailing address [Redacted]		City	State	Zip	Social Security #
Employer	Position	How long (yrs/mos)		Work Phone	

YOU, THE BUYER, MAY CANCEL THIS AGREEMENT BY MIDNIGHT OF SCHOOL'S THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT, AND SUCH CANCELLATION MUST BE IN WRITING TO THE SCHOOL. IN THE EVENT THE SCHOOL CLOSES AND CEASES DOING BUSINESS, YOU ARE NO LONGER OBLIGATED TO MAKE PAYMENTS UNDER THIS AGREEMENT.

(B) TO BE FILLED OUT BY SCHOOL EMPLOYEE

- Today's date is 6/18/08
- Your agreement begins on 6/18/08 and expires on 1st degree black belt - 1st family member (once black belt is reached, family trains for free)
- Other students who may attend:
FIRST [Redacted] LAST [Redacted] DATE OF BIRTH [Redacted]
- Buyer is a Student? (Circle One) ☒ Yes ☐ No
- Total Sales Price \$ 7200.00
- Amount of Down Payment is \$ 99.00
- Remaining Balance to be Paid to ASF \$ 7200.00

WAIVER AND RELEASE OF LIABILITY: The School urges you and all students to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise class. All exercises, including the use of weights and use of any and all machinery, equipment, and apparatus designed for exercising shall be at the student's sole risk. Student understands that the agreement to use, or selection of exercise programs, methods and types of equipment shall be student's entire responsibility, and the School shall not be liable to student for any claims, demands, injuries, damages, or actions arising due to injury to student's person or property arising out of or in connection with the use by student of the services, facilities, and premises of the School. Student hereby holds the School, its officers, owners, agents and employees harmless from all claims which may be brought against them by student or on student's behalf for any such injuries or claims.

STUDENT'S SIGNATURE Bruce J Siegmund

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES, WHICH THE BUYER/STUDENT COULD ASSERT AGAINST THE SCHOOL AS A RESULT OF THIS CONTRACT. RECOVERY BY THE BUYER/STUDENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE BUYER/STUDENT TO THE SCHOOL PURSUANT TO THIS CONTRACT.

YOUR PAYMENT SCHEDULE WILL BE:

When Payments are due each Month	Number of Monthly Payments	Amount of Monthly Payments	First Payment Due Date-ASF Collects
<u>25th</u>	<u>36</u>	<u>200.00</u>	<u>6/25/08</u>

DEFAULT AND LATE PAYMENT: Should you default on any payment obligation as called for in this agreement, the entire remaining balance shall be deemed due and payable upon demand, and you agree to pay allowable interest, and all cost of collection, including, but not limited to, collection agency fees, court costs and attorneys' fees. Should any monthly payment become more than 10 days past due, you will be charged a late fee to cover additional administrative expenses and other expenses related to obtaining your payment. A fee will be charged for all returned payments.

CANCELLATION: If by reason of death or permanent disability, the buyer is unable to continue the agreement, the buyer or buyer's estate shall be relieved from the obligations of this contract, and if buyer has prepaid any sum, that amount shall be promptly refunded. Should student(s) permanently move their residence more than 25 miles from an affiliated area, payment on this agreement will be suspended upon payment of an appropriate cancellation fee of \$50.00 and legitimate verification of the move. The buyer may cancel this contract if the health club facility operated by the seller is moved to a location that is more than five (5) miles away from the 14598 Clay Terrace Boulevard, Suite 160, Carmel, IN 46032 address and that the services are no longer available as provided in the contract because of the seller's permanent discontinuance of operation. Student agrees to follow school rules as promulgated from time to time. Violation of these rules may be the cause for suspension or cancellation of membership.

School Representative [Signature] Buyer's Signature [Signature] Member's Signature (if different from buyer)

(C) I elect to pay my monthly installment payments by Electronic Funds Transfer (EFT). I understand and agree that should I discontinue this payment method, a \$20.00 fee will be added to each monthly installment to cover the costs of processing and handling.

This form of payment, if discontinued, does not release you from your payment obligation or

ASF INTERNATIONAL EFT AUTHORIZATION

I, Bruce J Siegmund, authorize my bank to make my payment by the method indicated below and post it to my account.

☐ Checking (Must attach voided check.) or ☐ Savings (Must attach deposit slip.) or
☐ Visa ☒ MasterCard ☐ American Express ☐ Discover

Number of payments 36, Amount of payment \$ 200.00, 1st due date 6/25/08

Bank Name _____ Bank Phone # _____

Bank Address/City/State/Zip _____

Authorized Signature [Signature]

Date 6-18-08

STATE'S
EXHIBIT

TITLED TO A
AT THE TIME

LIBERTY EXPRESS

NOV-06-2008 17:13



CONSUMER COMPLAINT FORM

Office of the Indiana Attorney General

NOV 10 2008

To prevent delay, please be sure to complete **both sides** of this form in full. Please print clearly or type. **DO NOT** include your Social Security Number on this form or in any accompanying documents.

ATTORNEY GENERAL OF INDIANA
CONSUMER PROTECTION

1. YOUR INFORMATION

☐ Mr. ☒ Mrs. ☐ Miss ☐ Ms. ☐ Dr.

Name Ward, Annabelle J

Address [REDACTED]

City [REDACTED] State [REDACTED]

ZIP [REDACTED] County [REDACTED]

Age ☐ 18-24 ☐ 25-34 ☒ 35-44 ☐ 45-54 ☐ 55-64 ☐ 65+

Phone [REDACTED] Day

[REDACTED] Evening

E-mail daleward@indy.rr.com

2. WHO IS YOUR COMPLAINT AGAINST?

Name/Firm Champion Martial Arts

Address [REDACTED]

City Carmel State IN

ZIP [REDACTED] County Hamilton

Phone () [REDACTED]

E-mail [REDACTED]

Person you dealt with Jonathan Stowe

3. WHEN DID TRANSACTION/INCIDENT OCCUR?

Date 11/24/07 & 12/8/07 Time

AM ☐ PM ☐

4. WHERE DID THE TRANSACTION/INCIDENT YOU ARE COMPLAINING ABOUT TAKE PLACE? (Check box when applicable)

☒ At the firm's place of business

☐ My home

☐ Away from the firm's place of business (work, convention, etc.)

☐ Other [REDACTED]

☐ By Mail

☐ By Internet/e-mail

☐ By telephone

5. WHAT WAS THE VERY FIRST CONTACT BETWEEN YOU AND THE FIRM?

☐ I telephoned the firm

☐ I responded to a TV/radio ad

☐ A person came to my home

☐ I received information by e-mail

☐ I received information in the mail

☒ I went to the firm's place of business

☐ I received a telephone call from the firm

☐ I responded to an offer on the Internet

☐ I responded to a printed advertisement

☐ Other [REDACTED]

6. DO YOU CONSENT TO DISCLOSING THE FOLLOWING TO THE PUBLIC?

The nature and status of your complaint and the name of the firm? ☒ Yes ☐ No

Your name? ☒ Yes ☐ No

Your phone number? ☒ Yes ☐ No

7. WHAT WAS THE TRANSACTION FOR?

☐ My business

☒ My family/household

☐ My farm

8. HOW DID YOU PAY?

☐ Cash

☒ Check

☐ Credit Card

☐ Installment Loan

☐ Medicaid

☐ Medicare

☐ Private Insurance

☐ Other [REDACTED]

9. DID YOU SIGN ANY WRITTEN AGREEMENT? IF YES, PLEASE ATTACH A COPY OF THE AGREEMENT.

☐ Yes ☒ No

For Office Use Only:

Ind	Prac	PL	MO	NL	NJ	OA:	Inv.	Sec	File #
6	22						BM		-CP-

STATE'S
EXHIBIT

E (P)

10. HAVE YOU COMPLAINED TO THE BUSINESS? (Check box when applicable)

☐ Yes ☒ No

When? _____ Action taken? They have closed their business.

11. WITH WHAT OTHER AGENCY HAVE YOU FILED THIS COMPLAINT? None, the police will not take any more reports.

When? _____ Action taken? _____

12. HAVE YOU CONTACTED A PRIVATE ATTORNEY?

☐ Yes ☒ No

13. HAVE YOU STARTED A COURT ACTION? IF YES, PLEASE ATTACH A COPY OF ALL COURT PAPERS.

☐ Yes ☒ No

14. HAVE YOU BEEN SUED OVER THIS ISSUE? IF YES, PLEASE ATTACH A COPY OF ALL COURT PAPERS.

☐ Yes ☒ No

15. DOLLAR AMOUNT ASSOCIATED WITH YOUR LOSS, IF ANY. \$ _____

16. PLEASE DESCRIBE YOUR COMPLAINT IN DETAIL (ATTACH ADDITIONAL PAGES IF NECESSARY)

Please attach a copy of all papers involved (order blank, warranty, credit card receipt and statement, invoice, contract or written agreement, advertisement, cancelled check, correspondence and all other related documents). Please print clearly or type. DO NOT INCLUDE YOUR SOCIAL SECURITY NUMBER.

The karate school closed, but my fees I paid less than a year ago of \$6004 were to provide _____ sons for both of my sons until _____ reached black belt. So far, they have only received their camouflage belts and have a long way to go.

17. HOW WOULD YOU LIKE YOUR COMPLAINT RESOLVED?

I would like a refund of my fees.

18. CONSENT AND VERIFICATION

I affirm, under the penalties for perjury, that the foregoing representations, and those in all attachments, are true. The information I have provided in this complaint form is based upon my personal knowledge. I consent to the release of any information to the Consumer Protection Division relating to this complaint. I understand that I should not include my Social Security Number in any information submitted to the Consumer Protection Division. If I do provide my Social Security Number, I expressly consent to the disclosure of my Social Security Number in accordance with Indiana Code § 4-1-10-5(2).

Your Signature _____

Date _____

WHAT WILL HAPPEN NOW? WHAT ELSE SHOULD YOU DO?

The Consumer Protection Division will send a copy of your complaint to the respondent firm or licensed professional. This office cannot disclose your complaint against a licensed professional to the public unless this office files a disciplinary action against the licensed professional. This office represents the State of Indiana and is limited in the remedies it can pursue. You may be entitled to compensation or other rights that we cannot pursue for you. In addition to filing this complaint, you may want to consider contacting a private attorney or your local small claims court.

MAIL COMPLETED FORMS TO:

Attorney General Steve Carter
Consumer Protection Division
Government Center South, 5th floor
302 West Washington Street
Indianapolis, IN 46204
PH: 317-232-6330 • FAX: 317-233-4393
www.IndianaConsumer.com



640 Plaza Drive, Suite 300
Highlands Ranch, CO 80129
www.myasfaccount.com
1-800-525-8967

SCHOOL #7417 ☒ New ☐ Renewal ☐ Replacement/Upgrade
Programs offered: ☒ Black Belt Club ☐ Leadership ☐ XMA

Membership Agreement

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants with respect to any aspect of a credit transaction on the basis of race, color, religion, national origin, sex or marital status, or age (provided the applicant has the capacity to contract). The agency that administers compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

(A) BUYER INFORMATION ONLY - TO BE FILLED OUT BY APPLICANT (PLEASE PRINT CLEARLY)

BUYER'S First Name	Last	Birth date	Age	Home Phone	E-mail address
ROY	A.	HOLCOMB			
Current mailing address		City	State	Zip	Social Security
Employer	Position	How long	Work Phone		
		(yrs/mos)			

YOU, THE BUYER, MAY CANCEL THIS AGREEMENT BY MIDNIGHT OF SCHOOL'S THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT, AND SUCH CANCELLATION MUST BE IN WRITING TO THE SCHOOL. IN THE EVENT THE SCHOOL CLOSES AND CEASES DOING BUSINESS, YOU ARE NO LONGER OBLIGATED TO MAKE PAYMENTS UNDER THIS AGREEMENT.

(B) TO BE FILLED OUT BY SCHOOL EMPLOYEE

- Today's date is 8/2/08
- Your agreement begins on 8/2/08 and expires on PT DEGREE BLACK BELT
- Other students who may attend:

FIRST	LAST	DATE OF BIRTH

- Buyer is a Student? (Circle One) Yes ☒ No ☐
- Total Sales Price \$ 3600.00
- Amount of Down Payment is \$ 3600.00
- Remaining Balance to be Paid to ASF \$ 0

WAIVER AND RELEASE OF LIABILITY: The School urges you and all students to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise class. All exercises, including the use of weights and use of any and all machinery, equipment, and apparatus designed for exercising shall be at the student's sole risk. Student understands that the agreement to use, or selection of exercise programs, methods and types of equipment shall be student's entire responsibility, and the School shall not be liable to student for any claims, demands, injuries, damages, or actions arising due to injury to student's person or property arising out of or in connection with the use by student of the services, facilities, and premises of the School. Student hereby holds the School, its officers, owners, agents and employees harmless from all claims which may be brought against them by student or on student's behalf for any such injuries or claims.

STUDENT'S SIGNATURE Roy A. Holcomb
ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES, WHICH THE BUYER/STUDENT COULD ASSERT AGAINST THE SCHOOL AS A RESULT OF THIS CONTRACT. RECOVERY BY THE BUYER/STUDENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE BUYER/STUDENT TO THE SCHOOL PURSUANT TO THIS CONTRACT.

YOUR PAYMENT SCHEDULE WILL BE:

When Payments are due each Month	Number of Monthly Payments	Amount of Monthly Payments	First Payment Due Date-ASF Collects
<u>7th</u>	<u>1</u>	<u>3600.00</u>	<u>8/7/08</u>

DEFAULT AND LATE PAYMENT: Should you default on any payment obligation as called for in this agreement, the entire remaining balance shall be deemed due and payable upon demand, and you agree to pay allowable interest, and all cost of collection, including, but not limited to, collection agency fees, court costs and attorneys' fees. Should any monthly payment become more than 10 days past due, you will be charged a late fee to cover additional administrative expenses and other expenses related to obtaining your payment. A fee will be charged for all returned payments.

CANCELLATION: If by reason of death or permanent disability, the buyer is unable to continue the agreement, the buyer or buyer's estate shall be relieved from the obligations of this contract, and if buyer has prepaid any sum, that amount shall be promptly refunded. Should student(s) permanently move their residence more than 25 miles from an affiliated area, payment on this agreement will be suspended upon payment of an appropriate cancellation fee of \$50.00 and legitimate verification of the move. The buyer may cancel this contract if the health club facility operated by the seller is moved to a location that is more than five (5) miles away from the 14598 Clay Terrace Boulevard, Suite 160, Carmel, IN 46032 address and that the services are no longer available as provided in the contract because of the seller's permanent discontinuance of operation. Student agrees to follow school rules as promulgated from time to time. Violation of these rules may be the cause for suspension or cancellation of membership.

School Representative Roy A. Holcomb

Buyer's Signature Roy A. Holcomb

Member's Signature (if different from buyer)

(C) I elect to pay my monthly installment payments by Electronic Funds Transfer (EFT). I understand and agree that should I discontinue this payment method, a \$20.00 fee will be added to each monthly installment to cover the costs of processing and handling.

This form of payment, if discontinued, does not release you from your payment obligation or

ASF INTERNATIONAL EFT AUTHORIZATION
I, ROY HOLCOMB, authorize my bank to make my payment by the method indicated below and post it to my account.

☐ Checking (Must attach voided check.) or ☐ Savings (Must attach deposit slip.) or ☒ Discover
☐ Visa ☐ MasterCard ☐ American Express

Number of payments 1, Amount of payment \$ 3600.00, 1st due date 8/7/08

Bank Name _____ Bank Phone # _____

Bank Address/City/State/Zip _____

Authorized Signature Roy A. Holcomb Date 8/7/08

STATE'S
EXHIBIT

TITLED TO A
AT THE TIME

LIBERTY EXPRESS

NOV-06-2008 17:19



640 Plaza Drive, Suite 300
Highlands Ranch, CO 80129
www.myasfaccount.com
1-800-525-8967

SCHOOL #7417 ☒ New ☐ Renewal ☐ Replacement/Upgrade

Programs offered: ☒ Black Belt Club ☐ Leadership ☐ XMA

Membership Agreement

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants with respect to any aspect of a credit transaction on the basis of race, color, religion, national origin, sex or marital status, or age (provided the applicant has the capacity to contract). The agency that administers compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

BUYER INFORMATION ONLY - TO BE FILLED OUT BY APPLICANT (PLEASE PRINT CLEARLY)

BUYER'S First Name	Last	Birth date	Age	Home Phone	E-mail address
ROBERT	FORAKER				
Current mailing address	City	State	Zip	Social Security #	
Employer	Position	How long (yrs/mos)	Work Phone		

YOU, THE BUYER, MAY CANCEL THIS AGREEMENT BY MIDNIGHT OF SCHOOL'S THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT, AND SUCH CANCELLATION MUST BE IN WRITING TO THE SCHOOL. IN THE EVENT THE SCHOOL CLOSES AND CEASES DOING BUSINESS, YOU ARE NO LONGER OBLIGATED TO MAKE PAYMENTS UNDER THIS AGREEMENT.

TO BE FILLED OUT BY SCHOOL EMPLOYEE

Today's date is 3/19/08
Your agreement begins on 3/19/08, and expires on 151 DEGREE BLACK BELT - 1ST PERSON

Other students who may attend:

FIRST	LAST	DATE OF BIRTH

Buyer is a Student? (Circle One) ☒ Yes ☐ No

Total Sales Price \$ 7299.00

Amount of Down Payment is \$ 99.00

Remaining Balance to be Paid to ASF \$ 7200.00

YOUR PAYMENT SCHEDULE WILL BE:

en Payments due each Month	Number of Monthly Payments	Amount of Monthly Payments	First Payment Due Date-ASF Collects
1512	36	\$ 200.00	3/15/08

WAIVER AND RELEASE OF LIABILITY: The School urges you and all students to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise class. All exercises, including the use of weights and use of any and all machinery, equipment, and apparatus designed for exercising shall be at the student's sole risk. Student understands that the agreement to use, or selection of exercise programs, methods and types of equipment shall be student's entire responsibility, and the School shall not be liable to student for any claims, demands, injuries, damages, or actions arising due to injury to student's person or property arising out of or in connection with the use by student of the services, facilities, and premises of the School. Student hereby holds the School, its officers, owners, agents and employees harmless from all claims which may be brought against them by student or on student's behalf for any such injuries or claims.

STUDENT'S SIGNATURE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES, WHICH THE BUYER/STUDENT COULD ASSERT AGAINST THE SCHOOL AS A RESULT OF THIS CONTRACT. RECOVERY BY THE BUYER/STUDENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE BUYER/STUDENT TO THE SCHOOL PURSUANT TO THIS CONTRACT.

DEFAULT AND LATE PAYMENT: Should you default on any payment obligation as called for in this agreement, the entire remaining balance shall be deemed due and payable upon demand, and you agree to pay allowable interest, and all cost of collection, including, but not limited to, collection agency fees, court costs and attorneys' fees. Should any monthly payment become more than 10 days past due, you will be charged a late fee to cover additional administrative expenses and other expenses related to obtaining your payment. A fee will be charged for all returned payments.

CANCELLATION: If by reason of death or permanent disability, the buyer is unable to continue the agreement, the buyer or buyer's estate shall be relieved from the obligations of this contract, and if buyer has prepaid any sum, that amount shall be promptly refunded. Should student(s) permanently move their residence more than 25 miles from an affiliated area, payment on this agreement will be suspended upon payment of an appropriate cancellation fee of \$50.00 and legitimate verification of the move. The buyer may cancel this contract if the health club facility operated by the seller is moved to a location that is more than five (5) miles away from the 14598 Clay Terrace Boulevard, Suite 160, Carmel, IN 46032 address and that the services are no longer available as provided in the contract because of the seller's permanent discontinuance of operation. Student agrees to follow school rules as promulgated from time to time. Violation of these rules may be the cause for suspension or cancellation of membership.

School Representative

Buyer's Signature

Member's Signature (if different from buyer)

I elect to pay my monthly installment payments by Electronic Funds Transfer (EFT). I understand and agree that should I discontinue this payment method, a \$20.00 fee will be added to each monthly installment to cover the costs of processing and handling.

STATE'S EXHIBIT

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gation or

LED TO A

ASF INTERNATIONAL EFT AUTHORIZATION

I, ROBERT FORAKER, authorize my bank to make my payment by the method indicated below and post it to my account.

☐ Checking (Must attach voided check) or ☐ Savings (Must attach deposit slip.) or
☐ Visa ☒ MasterCard ☐ American Express ☐ Discover

Number of payments 36, Amount of payment \$ 200.00, 1st due date 3/15/08

Bank Name CITI Bank Phone #

Bank Address/City/State/Zip

File # 08-CP-61827



640 Plaza Drive, Suite 300
Highlands Ranch, CO 80129
www.myasfaccount.com
1-800-525-8967

SCHOOL#7417 ☐ New ☐ Renewal ☒ Replacement/Upgrade
Programs offered: ☐ Black Belt Club ☒ Leadership ☐ XMA

Membership Agreement

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(A) BUYER INFORMATION ONLY - TO BE FILLED OUT BY APPLICANT (PLEASE PRINT CLEARLY)

BUYER'S First Name KRISHNA	Last ANKARAJU	Birth date	Age	Home Phone	E-mail address
Current mailing address		City	State	Zip	Social Security #
Employer		Position	How long	Work Phone	
		(yrs/mos)			

YOU, THE BUYER, MAY CANCEL THIS AGREEMENT BY MIDNIGHT OF SCHOOL'S THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT, AND SUCH CANCELLATION MUST BE IN WRITING TO THE SCHOOL. IN THE EVENT THE SCHOOL CLOSES AND CEASES DOING BUSINESS, YOU ARE NO LONGER OBLIGATED TO MAKE PAYMENTS UNDER THIS AGREEMENT.

(B) TO BE FILLED OUT BY SCHOOL EMPLOYEE

- Today's date is **9/13/08**
- Your agreement begins on **9/13/08** and expires on **ALERTHA - 2nd DEGREE BLACK BELT - R**
- Other students who may attend: **ASHIRAM - 1st DEGREE - D**

FIRST	LAST	DATE OF BIRTH

- Buyer is a Student? (Circle One) Yes **No**
- Total Sales Price \$ **2100.00**
- Amount of Down Payment is \$ **2100.00**
- Remaining Balance to be Paid to ASF \$ **0**

YOUR PAYMENT SCHEDULE WILL BE:

When Payments are due each Month	Number of Monthly Payments	Amount of Monthly Payments	First Payment Due Date-ASF Collects
	1	PAYMENT	

WAIVER AND RELEASE OF LIABILITY: The School urges you and all students to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise class. All exercises, including the use of weights and use of any and all machinery, equipment, and apparatus designed for exercising shall be at the student's sole risk. Student understands that the agreement to use, or selection of exercise programs, methods and types of equipment shall be student's entire responsibility, and the School shall not be liable to student for any claims, demands, injuries, damages, or actions arising due to injury to student's person or property arising out of or in connection with the use by student of the services, facilities, and premises of the School. Student hereby holds the school, its officers, owners, agents and employees harmless from all claims which may be brought against them by student or on student's behalf for any such injuries or damages.

STUDENT'S SIGNATURE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES, WHICH THE BUYER/STUDENT COULD ASSERT AGAINST THE SCHOOL AS A RESULT OF THIS CONTRACT. RECOVERY BY THE BUYER/STUDENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE BUYER/STUDENT TO THE SCHOOL PURSUANT TO THIS CONTRACT.

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School Representative _____ Buyer's Signature _____ Member's Signature (if different from buyer) _____

(C) I elect to pay my monthly installment payments by Electronic Funds Transfer (EFT). I understand and agree that should I discontinue this payment method, a \$20.00 fee will be added to each monthly installment to cover the costs of processing and handling.

This form of payment, if discontinued, does not release you from your payment obligation or membership contract.

YOU, THE BUYER, ARE ENTITLED TO A COPY OF THIS AGREEMENT AT THE TIME

ASF INTERNATIONAL EFT AUTHORIZATION

I, _____, authorize my bank to make my payment by the method indicated below and post it to my account.

- ☐ Checking (Must attach voided check) or ☐ Savings (Must attach deposit slip) or
☐ Visa ☐ MasterCard ☐ American Express ☐ Discover

Account #: _____ Routing # or Expiration Date (If Credit Card) _____

Number of payments _____ Amount of payment \$ _____ 1st due date _____

Bank Name _____ Bank Phone # _____

Bank Address/City/State/Zip _____

Authorized Signature _____ Date _____

640 Plaza Drive, Suite 300, Highlands Ranch, CO 80129 / 303 986 9563 / 800 525 8967 / Fax 303 980 8006 / www.myasfaccount.com

INCLUDES: BAC PACKAGE + LEADERSHIP MKR / 64032 to 1st DEGREE + 2nd DEGREE (ALERTHA ONLY)

INCLUDES: 1st DEGREE + 2nd DEGREE (ALERTHA ONLY)

STATE'S
EXHIBIT

E (S)

Pth # 08 - CP - 61827



640 Plaza Drive, Suite 300
Highlands Ranch, CO 80129
www.myaasfaccount.com
1-800-525-8967

SCHOOL#7417 ☒ New ☐ Renewal ☐ Replacement/Upgrade
Programs offered: ☒ Black Belt Club ☐ Leadership ☐ XMA

Membership Agreement

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants with respect to any aspect of a credit transaction on the basis of race, color, religion, national origin, sex or marital status, or age (provided the applicant has the capacity to contract). The agency that administers compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

(A) BUYER INFORMATION ONLY - TO BE FILLED OUT BY APPLICANT (PLEASE PRINT CLEARLY)

BUYER'S First Name KRISHNA	Last ANKARAJU	Birth date	Age	Home Phone	E-mail address
Current mailing address	City	State	Zip	Social Security #	
Employer	Position	How long (yrs/mos)			

YOU, THE BUYER, MAY CANCEL THIS AGREEMENT BY MIDNIGHT OF SCHOOL'S THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT, AND SUCH CANCELLATION MUST BE IN WRITING TO THE SCHOOL. IN THE EVENT THE SCHOOL CLOSES AND CEASES DOING BUSINESS, YOU ARE NO LONGER OBLIGATED TO MAKE PAYMENTS UNDER THIS AGREEMENT.

(B) TO BE FILLED OUT BY SCHOOL EMPLOYEE

- Today's date is 1/13/07
- Your agreement begins on 1/13/07, and expires on 1st DEGREE BLACK BELT
- Other students who may attend:

FIRST	LAST	DATE OF BIRTH

- Buyer is a Student? (Circle One) Yes ☒ No ☐
- Total Sales Price \$ 2974.00
- Amount of Down Payment is \$ 2974.00
- Remaining Balance to be Paid to ASF \$

YOUR PAYMENT SCHEDULE WILL BE:

When Payments are due each Month	Number of Monthly Payments	Amount of Monthly Payments	First Payment Due Date-ASF Collects
<u>1</u>	<u>PAYMENT</u>		

WAIVER AND RELEASE OF LIABILITY: The School urges you and all students to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise class. All exercises, including the use of weights and use of any and all machinery, equipment, and apparatus designed for exercising shall be at the student's sole risk. Student understands that the agreement to use, or selection of exercise programs, methods and types of equipment shall be student's entire responsibility, and the School shall not be liable to student for any claims, demands, injuries, damages, or actions arising due to injury to student's person or property arising out of or in connection with the use by student of the services, facilities, and premises of the School. Student hereby holds the School, its officers, owners, agents and employees harmless from all claims which may be brought against them by student or on student's behalf for any such injuries or claims.

STUDENT'S SIGNATURE [Signature]

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES, WHICH THE BUYER/STUDENT COULD ASSERT AGAINST THE SCHOOL AS A RESULT OF THIS CONTRACT. RECOVERY BY THE BUYER/STUDENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE BUYER/STUDENT TO THE SCHOOL PURSUANT TO THIS CONTRACT.

DEFAULT AND LATE PAYMENT: Should you default on any payment obligation as called for in this agreement, the entire remaining balance shall be deemed due and payable upon demand, and you agree to pay allowable interest, and all cost of collection, including, but not limited to, collection agency fees, court costs and attorneys' fees. Should any monthly payment become more than 10 days past due, you will be charged a late fee to cover additional administrative expenses and other expenses related to obtaining your payment. A fee will be charged for all returned payments.

CANCELLATION: If by reason of death or permanent disability, the buyer is unable to continue the agreement, the buyer or buyer's estate shall be relieved from the obligations of this contract, and if buyer has prepaid any sum, that amount shall be promptly refunded. Should student(s) permanently move their residence more than 25 miles from an affiliated area, payment on this agreement will be suspended upon payment of an appropriate cancellation fee of \$50.00 and legitimate verification of the move. The buyer may cancel this contract if the health club facility operated by the seller is moved to a location that is more than five (5) miles away from the 14598 Clay Terrace Boulevard, Suite 160, Carmel, IN 46032 address and that the services are no longer available as provided in the contract because of the seller's permanent discontinuance of operation. Student agrees to follow school rules as promulgated from time to time. Violation of these rules may be the cause for suspension or cancellation of membership.

School Representative [Signature] Buyer's Signature [Signature] Member's Signature (if different from buyer)

(C) I elect to pay my monthly installment payments by Electronic Funds Transfer (EFT). I understand and agree that should I discontinue this payment method, a \$20.00 fee will be added to each monthly installment to cover the costs of processing and handling.

This form of payment, if discontinued, does not release me from my payment obligation or

ASF INTERNATIONAL EFT AUTHORIZATION

I, KRISHNA ANKARAJU, authorize my bank to make my payment by the method indicated below and post it to my account.

☐ Checking (Must attach voided check.) or ☐ Savings (Must attach deposit slip.) or
☒ Visa ☐ MasterCard ☐ American Express ☐ Discover

Account #: _____ Routing # or Expiration Date (if Credit Card) _____
Number of payments 1, Amount of payment \$ 2974.00, 1st due date 1/13/07
Bank Name _____ Bank Phone # _____
Bank Address/City/State/Zip _____
Authorized Signature [Signature] Date 1/13/07

STATE'S
EXHIBIT

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CT AT THE TIME

ELS

[illegible]

For more information, contact your CIO: ☐ Leadership ☐ XMA

[illegible]

NAME	AGE	DATE	TIME	PORT	STREET ADDRESS
...

IF THE RENTER DOES CANCEL THIS AGREEMENT BY MIDNIGHT OF SCHOOL'S THIRD BUSINESS DAY AFTER THE DATE OF THE AGREEMENT, AND DOES NOT CANCELLATION MUST BE IN WRITING TO THE SCHOOL, IN THE EVENT HE'S HIGHLY EMPLOYED AND CANNOT DOING BUSINESS, YOU ARE NO LONGER OBLIGATED TO MAKE PAYMENTS FOR THE AGREEMENT.

1. Today's date is 01/05/08

2. Your agreement begins on 01/08 and expires on 01/08

[illegible]

FIRST	LAST	DATE OF BIRTH	<p>Signature of the parent or guardian of the student or the school student if the student is a minor, who has been notified from all persons entitled to be notified, and who is acting on behalf of any such person.</p>

10. Do you have a computer? (Circle One) Yes ☒ No ☐

... ..

THE UNIVERSITY OF CHICAGO



100% PAINTS • 100% SERVICE

Case Number	Name of Defendant	Amount of Judgment Payment	Date Payment Was Due - All Collectors	Notes
70-9	J.C.	\$125.00	1/10/68	

5. RELATIONSHIP: Buyer agrees to hold Seller harmless from all liability for injuries to, damages to, or death of Buyer or any other person, including the Seller, arising from the use of the service, and Seller shall be promptly notified, in writing, of any injury to, damage to, or death of Buyer or any other person, within 24 hours of the occurrence of the injury, damage to, or death of Buyer or any other person. This agreement shall be enforceable upon payment of an administrative cancellation fee of \$50.00 and legitimate verification of the injury. The buyer may cancel this agreement if the health club facility is located by the seller at more than 100 miles from the location that is more than 100 miles away from the location of the service. Buyer understands that the services are no longer available as provided in the event of the closure of the seller's permanent discontinuance of operation. Student agrees to follow school rules as promulgated from time to time. Violation of these rules may be the cause for suspension or cancellation of membership.

Non-Verbal Member Member Signature Member Signature (if different from above)

STATE'S EXHIBIT

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1-800-525-8967

SCHOOL #7417 ☒ New ☐ Renewal ☐ Replacement/Upgrade

Programs offered: ☒ Black Belt Club ☐ Leadership ☐ XMA

Membership Agreement

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(A) BUYER INFORMATION ONLY - TO BE FILLED OUT BY APPLICANT (PLEASE PRINT CLEARLY)

BUYER'S First Name <u>William</u>	Last <u>Turton</u>	Birth date <u>6/4/02</u>	Age <u>5</u>	Home Phone <u>[REDACTED]</u>	E-mail address <u>[REDACTED]</u>
Current mailing address <u>[REDACTED]</u>		City <u>[REDACTED]</u>	State <u>[REDACTED]</u>	Zip <u>[REDACTED]</u>	Social Security # <u>[REDACTED]</u>
Employer <u>[REDACTED]</u>	Position <u>[REDACTED]</u>	How long <u>[REDACTED]</u>	Work Phone <u>[REDACTED]</u>		

YOU, THE BUYER, MAY CANCEL THIS AGREEMENT BY MIDNIGHT OF SCHOOL'S THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT, AND SUCH CANCELLATION MUST BE IN WRITING TO THE SCHOOL. IN THE EVENT THE SCHOOL CLOSES AND CEASES DOING BUSINESS, YOU ARE NO LONGER OBLIGATED TO MAKE PAYMENTS UNDER THIS AGREEMENT.

(B) TO BE FILLED OUT BY SCHOOL EMPLOYEE

1. Today's date is 2/2/08
2. Your agreement begins on 2/2/08 and expires on 1st degree black belt
3. Other students who may attend:

FIRST	LAST	DATE OF BIRTH
<u>[REDACTED]</u>	<u>[REDACTED]</u>	<u>[REDACTED]</u>

4. Buyer is a Student? (Circle One) Yes No

5. Total Sales Price \$ 5859.00

6. Amount of Down Payment is \$ 5859.00

7. Remaining Balance to be Paid to ASF \$ 0

YOUR PAYMENT SCHEDULE WILL BE:

When Payments are due each Month	Number of Monthly Payments	Amount of Monthly Payments	First Payment Due Date-ASF Collects
<u>X</u>	<u>1</u>	<u>\$ 5849.00</u>	<u>X</u>

WAIVER AND RELEASE OF LIABILITY: The School urges you and all students to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise class. All exercises, including the use of weights and use of any and all machinery, equipment, and apparatus designed for exercising shall be at the student's sole risk. Student understands that the agreement to use, or selection of exercise programs, methods and types of equipment shall be student's entire responsibility, and the School shall not be liable to student for any claims, demands, injuries, damages, or actions arising due to injury to student's person or property arising out of or in connection with the use by student of the services, facilities, and premises of the School. Student hereby holds the School, its officers, owners, agents and employees harmless from all claims which may be brought against them by student or on student's behalf for any such injuries or claims.

STUDENT'S SIGNATURE [Signature]

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES, WHICH THE BUYER/STUDENT COULD ASSERT AGAINST THE SCHOOL AS A RESULT OF THIS CONTRACT. RECOVERY BY THE BUYER/STUDENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE BUYER/STUDENT TO THE SCHOOL PURSUANT TO THIS CONTRACT.

DEFAULT AND LATE PAYMENT: Should you default on any payment obligation as called for in this agreement, the entire remaining balance shall be deemed due and payable upon demand, and you agree to pay allowable interest, and all cost of collection, including, but not limited to, collection agency fees, court costs and attorneys' fees. Should any monthly payment become more than 10 days past due, you will be charged a late fee to cover additional administrative expenses and other expenses related to obtaining your payment. A fee will be charged for all returned payments.

CANCELLATION: If by reason of death or permanent disability, the buyer is unable to continue the agreement, the buyer or buyer's estate shall be relieved from the obligations of this contract, and if buyer has prepaid any sum, that amount shall be promptly refunded. Should student(s) permanently move their residence more than 25 miles from an affiliated area, payment on this agreement will be suspended upon payment of an appropriate cancellation fee of \$50.00 and legitimate verification of the move. The buyer may cancel this contract if the health club facility operated by the seller is moved to a location that is more than five (5) miles away from the 14598 Clay Terrace Boulevard, Suite 160, Carmel, IN 46032 address and that the services are no longer available as provided in the contract because of the seller's permanent discontinuance of operation. Student agrees to follow school rules as promulgated from time to time. Violation of these rules may be the cause for suspension or cancellation of membership.

School Representative [Signature] Buyer's Signature [Signature] Member's Signature (if different from buyer) [Signature]

(C) I elect to pay my monthly installment payments by Electronic Funds Transfer (EFT). I understand and agree that should I discontinue this payment method, a \$20.00 fee will be added to each monthly installment to cover the costs of processing and handling.

This form of payment, if discontinued, does not release you from your payment obligation or membership contract.

ASF INTERNATIONAL EFT AUTHORIZATION
I, W E duard Turton, authorize my bank to make my payment by the method indicated below and post it to my account.

☐ Checking (Must attach voided check.) or ☐ Savings (Must attach deposit slip.) or
☐ Visa ☐ MasterCard ☒ American Express ☐ Discover

Number of payments 1, Amount of payment \$ 5849.00, 1st due date 2/2/08

Bank Name [REDACTED] Bank Phone # [REDACTED]

Bank Address/City/State/Zip [REDACTED]

Authorized Signature [Signature]

Date 2/2/08

Plaza Drive, Suite 300, Highlands Ranch, CO 80129 / 303 986 9563 / 800 525 8967 / Fax 303 980 8006 / www.myasfaccount.com

STATE'S
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BUYER HAS OPTION TO EXTEND MEMBERSHIP TO 2ND YEAR FOR \$750.00. ORDER MUST BE EXTENDED BY MIDNIGHT NEXT 1



640 Plaza Drive, Suite 300
Highlands Ranch, CO 80129
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1-800-525-8967

SCHOOL #7417	<input checked="" type="checkbox"/> New	<input type="checkbox"/> Renewal	<input checked="" type="checkbox"/> Replacement/Upgrade
Programs offered <input checked="" type="checkbox"/> Black Belt Club <input checked="" type="checkbox"/> Leadership <input type="checkbox"/> XMA			

Membership Agreement

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(A) BUYER INFORMATION ONLY - TO BE FILLED OUT BY APPLICANT (PLEASE PRINT CLEARLY)

BUYER'S First Name	Last	Birth date	Age	Home Phone	E-mail address
SANJAY	PATEL			()	
Current mailing address		City	State	Zip	Social Security #
Employer	Position	How long (yrs/mos)	Work Phone		

YOU, THE BUYER, MAY CANCEL THIS AGREEMENT BY MIDNIGHT OF SCHOOL'S THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT, AND SUCH CANCELLATION MUST BE IN WRITING TO THE SCHOOL. IN THE EVENT THE SCHOOL CLOSES AND CEASES DOING BUSINESS, YOU ARE NO LONGER OBLIGATED TO MAKE PAYMENTS UNDER THIS AGREEMENT.

(B) TO BE FILLED OUT BY SCHOOL EMPLOYEE

1. Today's date is 3/18/08

2. Your agreement begins on 3/18/08, and expires on 1st DEGREE BLACK BELT

3. Other students who may attend:

FIRST	LAST	DATE OF BIRTH
[REDACTED]		

4. Buyer is a Student? (Circle One) Yes ☒ No ☐

5. Total Sales Price \$ 1285.00

6. Amount of Down Payment is \$ 1285.00

7. Remaining Balance to be Paid to ASF \$ 0

WAIVER AND RELEASE OF LIABILITY: The School urges you and all students to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise class. All exercises, including the use of weights and use of any and all machinery, equipment, and apparatus designed for exercising shall be at the student's sole risk. Student understands that the agreement to use, or selection of exercise programs, methods and types of equipment shall be student's entire responsibility, and the School shall not be liable to student for any claims, demands, injuries, damages, or actions arising due to injury to student's person or property arising out of or in connection with the use by student of the services, facilities, and premises of the School. Student hereby holds the School, its officers, owners, agents and employees harmless from all claims which may be brought against them by student or on student's behalf for any such injuries or claims.

STUDENT'S SIGNATURE [Signature]

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YOUR PAYMENT SCHEDULE WILL BE:

When Payments are due each Month	Number of Monthly Payments	Amount of Monthly Payments	First Payment Due Date-ASF Collects
		\$	

DEFAULT AND LATE PAYMENT: Should you default on any payment obligation as called for in this agreement, the entire remaining balance shall be deemed due and payable upon demand, and you agree to pay allowable interest, and all cost of collection, including, but not limited to, collection agency fees, court costs and attorneys' fees. Should any monthly payment become more than 10 days past due, you will be charged a late fee to cover additional administrative expenses and other expenses related to obtaining your payment. A fee will be charged for all returned payments.

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School Representative	Buyer's Signature	Member's Signature (if different from buyer)
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This form of payment, if discontinued, does not release you from your payment obligation or

ASF INTERNATIONAL EFT AUTHORIZATION

I, SANJAY PATEL, authorize my bank to make my payment by the method indicated below and post it to my account.

☐ Checking (Must attach voided check.) or ☐ Savings (Must attach deposit slip.) or ☐ Visa ☐ MasterCard ☒ American Express ☐ Discover

Number of payments 1 Amount of payment \$ 1285.00 1st due date 3/18/08

Bank Name _____ Bank Phone # _____

Bank Address/City/State/Zip _____

Authorized Signature [Signature] Date _____

STATE'S EXHIBIT

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TITLED TO A T AT THE TIME

LIBERTY EXPRESS

NOV-06-2008 16:54



640 Plaza Drive, Suite 300
Highlands Ranch, CO 80129
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SCHOOL #7417 ☒ New ☐ Renewal ☐ Replacement/Upgrade

Programs offered: ☒ Black Belt Club ☐ Leadership ☐ XMA

Membership Agreement

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(A) BUYER INFORMATION ONLY - TO BE FILLED OUT BY APPLICANT (PLEASE PRINT CLEARLY)

BUYER'S First Name SANJAY	Last PATEL	Birth date	Age	Home Phone ()	E-mail address
Current mailing address [REDACTED]		City	State	Zip	Social Security #
Employer	Position	How long (yrs/mos)	Work Phone ()		

YOU, THE BUYER, MAY CANCEL THIS AGREEMENT BY MIDNIGHT OF SCHOOL'S THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT, AND SUCH CANCELLATION MUST BE IN WRITING TO THE SCHOOL. IN THE EVENT THE SCHOOL CLOSES AND CEASES DOING BUSINESS, YOU ARE NO LONGER OBLIGATED TO MAKE PAYMENTS UNDER THIS AGREEMENT.

(B) TO BE FILLED OUT BY SCHOOL EMPLOYEE

- Today's date is 7/5/07
- Your agreement begins on 7/5/07 and expires on 1st DEGREE BLACK BELT
- Other students who may attend:
FIRST [REDACTED] LAST [REDACTED] DATE OF BIRTH [REDACTED]
- Buyer is a Student? (Circle One) ☒ No
- Total Sales Price \$ 4500.00
- Amount of Down Payment is \$ 0
- Remaining Balance to be Paid to ASF \$ 4500.00

WAIVER AND RELEASE OF LIABILITY: The School urges you and all students to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise class. All exercises, including the use of weights and use of any and all machinery, equipment, and apparatus designed for exercising shall be at the student's sole risk. Student understands that the agreement to use, or selection of exercise programs, methods and types of equipment shall be student's entire responsibility, and the School shall not be liable to student for any claims, demands, injuries, damages, or actions arising due to injury to student's person or property arising out of or in connection with the use by student of the services, facilities, and premises of the School. Student hereby holds the School, its officers, owners, agents and employees harmless from all claims which may be brought against them by student or on student's behalf for any such injuries or claims.

STUDENT'S SIGNATURE [Signature]

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES, WHICH THE BUYER/STUDENT COULD ASSERT AGAINST THE SCHOOL AS A RESULT OF THIS CONTRACT. RECOVERY BY THE BUYER/STUDENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE BUYER/STUDENT TO THE SCHOOL PURSUANT TO THIS CONTRACT.

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YOUR PAYMENT SCHEDULE WILL BE:

When Payments are due each Month	Number of Monthly Payments	Amount of Monthly Payments	First Payment Due Date-ASF Collects
<u>5th</u>	<u>1</u>	<u>\$ 4500.00</u>	<u>7/5/07</u>

CANCELLATION: If by reason of death or permanent disability, the buyer is unable to continue the agreement, the buyer or buyer's estate shall be relieved from the obligations of this contract, and if buyer has prepaid any sum, that amount shall be promptly refunded. Should student(s) permanently move their residence more than 25 miles from an affiliated area, payment on this agreement will be suspended upon payment of an appropriate cancellation fee of \$50.00 and legitimate verification of the move. The buyer may cancel this contract if the health club facility operated by the seller is moved to a location that is more than five (5) miles away from the 14598 Clay Terrace Boulevard, Suite 160, Carmel, IN 46032 address and that the services are no longer available as provided in the contract because of the seller's permanent discontinuance of operation. Student agrees to follow school rules as promulgated from time to time. Violation of these rules may be the cause for suspension of cancellation of membership.

School Representative [Signature]

Buyer's Signature [Signature]

Member's Signature (if different from buyer)

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form of payment, if discontinued, does not release you from your payment obligation or membership contract.

ASF INTERNATIONAL EFT AUTHORIZATION

I, SANJAY PATEL, authorize my bank to make my payment by the method indicated below and post it to my account.

☐ Checking (Must attach voided check.) or ☐ Savings (Must attach deposit slip.) or
☐ Visa ☐ MasterCard ☒ American Express ☐ Discover

Number of payments 1, Amount of payment \$ 4500.00, 1st due date 7/5/07

Bank Name

Bank Phone #

Bank Address/City/State/Zip

Authorized Signature [Signature]

Date

STATE'S EXHIBIT

E(V)

TITLED TO A AT THE TIME

LIBERTY EXPRESS

NOV-06-2008 16:55



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* 1st Graduation Included

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Programs offered: ☒ Black Belt Club ☐ Leadership ☐ XMA

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(A) BUYER INFORMATION ONLY - TO BE FILLED OUT BY APPLICANT (PLEASE PRINT CLEARLY)

BUYER'S First Name <u>Jun</u>	Last <u>CAHEN</u>	Birth date	Age	Home Phone <u>(313) 873-6936</u>	E-mail address
Current mailing address		City	State	Zip	Social Security #
Employer		Position	How long (yrs/mos)	Work Phone	

YOU, THE BUYER, MAY CANCEL THIS AGREEMENT BY MIDNIGHT OF SCHOOL'S THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT, AND SUCH CANCELLATION MUST BE IN WRITING TO THE SCHOOL. IN THE EVENT THE SCHOOL CLOSES AND CEASES DOING BUSINESS, YOU ARE NO LONGER OBLIGATED TO MAKE PAYMENTS UNDER THIS AGREEMENT.

(B) TO BE FILLED OUT BY SCHOOL EMPLOYEE ☒

- Today's date is 08/28/07
- Your agreement begins on 08/28/07, and expires on 1st Degree Black belt or 3 years
- Other students who may attend:

FIRST [REDACTED] LAST [REDACTED] DATE OF BIRTH [REDACTED]

4. Buyer is a Student? (Circle One) Yes No

5. Total Sales Price \$ 3420.00

6. Amount of Down Payment is \$ 3420.00 *# By Cash*

7. Remaining Balance to be Paid to ASF \$ 0

WAIVER AND RELEASE OF LIABILITY: The School urges you and all students to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise class. All exercises, including the use of weights and use of any and all machinery, equipment, and apparatus designed for exercising shall be at the student's sole risk. Student understands that the agreement to use, or selection of exercise programs, methods and types of equipment shall be student's entire responsibility, and the School shall not be liable to student for any claims, demands, injuries, damages, or actions arising due to injury to student's person or property arising out of or in connection with the use by student of the services, facilities, and premises of the School. Student hereby holds the School, its officers, owners, agents and employees harmless from all claims which may be brought against them by student or on student's behalf for any such injuries or claims.

STUDENT'S SIGNATURE [Signature]

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YOUR PAYMENT SCHEDULE WILL BE:

When Payments are due each Month	Number of Monthly Payments	Amount of Monthly Payments	First Payment Due Date-ASF Collects
<u>28th</u>	<u>1</u>	<u>\$3420.00</u>	<u>08/28/07</u>

CANCELLATION: If by reason of death or permanent disability, the buyer is unable to continue the agreement, the buyer or buyer's estate shall be relieved from the obligations of this contract, and if buyer has prepaid any sum, that amount shall be promptly refunded. Should student(s) permanently move their residence more than 25 miles from an affiliated area, payment on this agreement will be suspended upon payment of an appropriate cancellation fee of \$50.00 and legitimate verification of the move. The buyer may cancel this contract if the health club facility operated by the seller is moved to a location that is more than five (5) miles away from the 14598 Clay Terrace Boulevard, Suite 160, Carmel, IN 46032 address and that the services are no longer available as provided in the contract because of the seller's permanent discontinuance of operation. Student agrees to follow school rules as promulgated from time to time. Violation of these rules may be the cause for suspension or cancellation of membership.

School Representative [Signature]

Buyer's Signature [Signature]

Member's Signature (if different from buyer)

(C) I elect to pay my monthly installment payments by Electronic Funds Transfer (EFT). I understand and agree that should I discontinue this payment method, a \$20.00 fee will be added to each monthly installment to cover the costs of processing and handling.

This form of payment, if discontinued, does not constitute a violation or

ASF INTERNATIONAL EFT AUTHORIZATION

I, [Signature], authorize my bank to make my payment by the method indicated below and post it to my account.

☐ Checking (Must attach voided check.) or ☐ Savings (Must attach deposit slip.) or
☐ Visa ☐ MasterCard ☐ American Express ☐ Discover

Account # _____ Routing # or Expiration Date (if Credit Card) _____

Number of payments _____ Amount of payment \$ _____ 1st due date _____

Bank Name _____ Bank Phone # _____

Bank Address/City/State/Zip _____

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640 Plaza Drive, Suite 300
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SCHOOL #7417 ☒ New ☐ Renewal ☐ Replacement/Upgrade

Programs offered: ☒ Black Belt Club ☐ Leadership ☐ XMA

Membership Agreement

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants with respect to any aspect of a credit transaction on the basis of race, color, religion, national origin, sex or marital status, or age (provided the applicant has the capacity to contract). The agency that administers compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

(A) BUYER INFORMATION ONLY - TO BE FILLED OUT BY APPLICANT (PLEASE PRINT CLEARLY)

BUYER'S First Name ROYANNE	Last MEUEZ	Birth date	Age	Home Phone	E-mail address
Current mailing address	City	State	Zip	Social Security #	
Employer	Position	How long (yrs/mos)	Work Phone		

YOU, THE BUYER, MAY CANCEL THIS AGREEMENT BY MIDNIGHT OF SCHOOL'S THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT, AND SUCH CANCELLATION MUST BE IN WRITING TO THE SCHOOL. IN THE EVENT THE SCHOOL CLOSES AND CEASES DOING BUSINESS, YOU ARE NO LONGER OBLIGATED TO MAKE PAYMENTS UNDER THIS AGREEMENT.

(B) TO BE FILLED OUT BY SCHOOL EMPLOYEE

1. Today's date is <u>1/16/08</u>	WAIVER AND RELEASE OF LIABILITY: The School urges you and all students to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise class. All exercises, including the use of weights and use of any and all machinery, equipment, and apparatus designed for exercising shall be at the student's sole risk. Student understands that the agreement to use, or selection of exercise programs, methods and types of equipment shall be student's entire responsibility, and the School shall not be liable to student for any claims, demands, injuries, damages, or actions arising due to injury to student's person or property arising out of or in connection with the use by student of the services, facilities, and premises of the School. Student hereby holds the School, its officers, owners, agents and employees harmless from all claims which may be brought against them by student or on student's behalf for any such injuries or claims.
2. Your agreement begins on <u>1/16/08</u> , and expires on <u>1st DEGREE BLACK BELT IN PERSON</u>	
3. Other students who may attend: <u>PRO-RATED REFUND AVAILABLE UPON CANCELLATION OF BLACK BELT</u>	
FIRST <u> </u> LAST <u> </u> DATE OF BIRTH <u> </u>	
4. Buyer is a Student? (Circle One) <u>Yes</u> No	STUDENT'S SIGNATURE <u>[Signature]</u>
5. Total Sales Price \$ <u>5350.00</u>	
6. Amount of Down Payment is \$ <u>5350.00</u>	
7. Remaining Balance to be Paid to ASF \$ <u> </u>	ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES, WHICH THE BUYER/STUDENT COULD ASSERT AGAINST THE SCHOOL AS A RESULT OF THIS CONTRACT. RECOVERY BY THE BUYER/STUDENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE BUYER/STUDENT TO THE SCHOOL PURSUANT TO THIS CONTRACT.

YOUR PAYMENT SCHEDULE WILL BE:

When Payments are due each Month	Number of Monthly Payments	Amount of Monthly Payments	First Payment Due Date-ASF Collects
<u>1-7th</u>	<u>1</u>	<u>\$ 5350.00</u>	<u> </u>

DEFAULT AND LATE PAYMENT: Should you default on any payment obligation as called for in this agreement, the entire remaining balance shall be deemed due and payable upon demand, and you agree to pay allowable interest, and all cost of collection, including, but not limited to, collection agency fees, court costs and attorneys' fees. Should any monthly payment become more than 10 days past due, you will be charged a late fee to cover additional administrative expenses and other expenses related to obtaining your payment. A fee will be charged for all returned payments.

CANCELLATION: If by reason of death or permanent disability, the buyer is unable to continue the agreement, the buyer or buyer's estate shall be relieved from the obligations of this contract, and if buyer has prepaid any sum, that amount shall be promptly refunded. Should student(s) permanently move their residence more than 25 miles from an affiliated area, payment on this agreement will be suspended upon payment of an appropriate cancellation fee of \$50.00 and legitimate verification of the move. The buyer may cancel this contract if the health club facility operated by the seller is moved to a location that is more than five (5) miles away from the 14598 Clay Terrace Boulevard, Suite 160, Carmel, IN 46032 address and that the services are no longer available as provided in the contract because of the seller's permanent discontinuance of operation. Student agrees to follow school rules as promulgated from time to time. Violation of these rules may be the cause for suspension or cancellation of membership.

School Representative [Signature] Buyer's Signature [Signature] Member's Signature (if different from buyer)

(C) I elect to pay my monthly installment payments by Electronic Funds Transfer (EFT). I understand and agree that should I discontinue this payment method, a \$20.00 fee will be added to each monthly installment to cover the costs of processing and handling.
This form of payment, if discontinued, does not release you from your payment obligation or membership contract.

ASF INTERNATIONAL EFT AUTHORIZATION

I, <u> </u> , authorize my bank to make my payment by the method indicated below and post it to my account.	
<input type="checkbox"/> Checking (Must attach voided check, for <input type="checkbox"/> Savings (Must attach deposit slip, or <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> American Express <input type="checkbox"/> Discover	
Account #:	Routing # or Expiration Date (If Credit Card)
Number of payments	Amount of payment \$ <u> </u> , 1st due date <u> </u>
Bank Name:	Bank Phone # <u> </u>
Bank Address/City/State/Zip	
Authorized Signature	

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Highlands Ranch, CO 80129
www.myasfaccount.com
1-800-525-8967

Programs offered: ☒ Black Belt Club ☐ Leadership ☐ XMA

Membership Agreement

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants with respect to any aspect of a credit transaction on the basis of race, color, religion, national origin, sex or marital status, or age (provided the applicant has the capacity to contract). The agency that administers compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

(A) BUYER INFORMATION ONLY - TO BE FILLED OUT BY APPLICANT (PLEASE PRINT CLEARLY)

BUYER'S First Name <u>Gina</u>	Last <u>Salem</u>	Birth date	Age	Home Phone	E-mail address
Current mailing address <u>[REDACTED]</u>		City	State	Zip	Social Security #
Employer		Position	How long (yrs/mos)	Work Phone	

YOU, THE BUYER, MAY CANCEL THIS AGREEMENT BY MIDNIGHT OF SCHOOL'S THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT, AND SUCH CANCELLATION MUST BE IN WRITING TO THE SCHOOL. IN THE EVENT THE SCHOOL CLOSES AND CEASES DOING BUSINESS, YOU ARE NO LONGER OBLIGATED TO MAKE PAYMENTS UNDER THIS AGREEMENT.

(B) TO BE FILLED OUT BY SCHOOL EMPLOYEE

- Today's date is 02/05/08
- Your agreement begins on 02/05/08 and expires on 1st degree black belt
- Other students who may attend:

FIRST	LAST	DATE OF BIRTH

4. Buyer is a Student? (Circle One) Yes ☐ No ☒

5. Total Sales Price \$ 3649.00

6. Amount of Down Payment is \$ 3649.00

7. Remaining Balance to be Paid to ASF \$

WAIVER AND RELEASE OF LIABILITY: The School urges you and all students to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise class. All exercises, including the use of weights and use of any and all machinery, equipment, and apparatus designed for exercising shall be at the student's sole risk. Student understands that the agreement to use, or selection of exercise programs, methods and types of equipment shall be student's entire responsibility, and the School shall not be liable to student for any claims, demands, injuries, damages, or actions arising due to injury to student's person or property arising out of or in connection with the use by student of the services, facilities, and premises of the School. Student hereby holds the School, its officers, owners, agents and employees harmless from all claims which may be brought against them by student or on student's behalf for any such injuries or claims.

STUDENT'S SIGNATURE Gina Salem
ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES, WHICH THE BUYER/STUDENT COULD ASSERT AGAINST THE SCHOOL AS A RESULT OF THIS CONTRACT. RECOVERY BY THE BUYER/STUDENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE BUYER/STUDENT TO THE SCHOOL PURSUANT TO THIS CONTRACT.

YOUR PAYMENT SCHEDULE WILL BE:

When Payments are due each Month	Number of Monthly Payments	Amount of Monthly Payments	First Payment Due Date-ASF Collects
<u>6th</u>	<u>1</u>	<u>\$3649.00</u>	<u>2-6-08</u>

DEFAULT AND LATE PAYMENT: Should you default on any payment obligation as called for in this agreement, the entire remaining balance shall be deemed due and payable upon demand, and you agree to pay allowable interest, and all cost of collection, including, but not limited to, collection agency fees, court costs and attorneys' fees. Should any monthly payment become more than 10 days past due, you will be charged a late fee to cover additional administrative expenses and other expenses related to obtaining your payment. A fee will be charged for all returned payments.

CANCELLATION: If by reason of death or permanent disability, the buyer is unable to continue the agreement, the buyer or buyer's estate shall be relieved from the obligations of this contract, and if buyer has prepaid any sum, that amount shall be promptly refunded. Should student(s) permanently move their residence more than 25 miles from an affiliated area, payment on this agreement will be suspended upon payment of an appropriate cancellation fee of \$50.00 and legitimate verification of the move. The buyer may cancel this contract if the health club facility operated by the seller is moved to a location that is more than five (5) miles away from the 14598 Clay Terrace Boulevard, Suite 160, Carmel, IN 46032 address and that the services are no longer available as provided in the contract because of the seller's permanent discontinuance of operation. Student agrees to follow school rules as promulgated from time to time. Violation of these rules may be the cause for suspension or cancellation of membership.

School Representative [Signature] Buyer's Signature Gina Salem Member's Signature (if different from buyer)

(C) I elect to pay my monthly installment payments by Electronic Funds Transfer (EFT). I understand and agree that should I discontinue this payment method, a \$20.00 fee will be added to each monthly installment to cover the costs of processing and handling.

This form of payment, if discontinued, does not release you from your payment obligation or

ASF INTERNATIONAL EFT AUTHORIZATION
I, Gina Salem, authorize my bank to make my payment by the method indicated below and post it to my account.

☐ Checking (Must attach voided check.) or ☐ Savings (Must attach deposit slip.) or ☒ Visa ☐ MasterCard ☐ American Express ☐ Discover

Number of payments 1, Amount of payment \$ 3649.00, 1st due date 2-6-08

Bank Name Bank Phone #

Bank Address/City/State/Zip

Authorized Signature Gina Salem

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640 Plaza Drive, Suite 300
Highlands Ranch, CO 80129
www.myasfaccount.com
1-800-525-8967

SCHOOL #7417 ☒ New ☐ Renewal ☐ Replacement/Upgrade
Programs offered: ☒ Black Belt Club ☐ Leadership ☐ XMA

Membership Agreement

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants with respect to any aspect of a credit transaction on the basis of race, color, religion, national origin, sex or marital status, or age (provided the applicant has the capacity to contract). The agency that administers compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

(A) BUYER INFORMATION ONLY - TO BE FILLED OUT BY APPLICANT (PLEASE PRINT CLEARLY)

BUYER'S First Name	Last	Birth date	Age	Home Phone	E-mail address
CATHERINE	P. WINSLOW				
Current mailing address	City	State	Zip	Social Security #	
Employer	Position	How long (yrs/mos)	Work Phone		

YOU, THE BUYER, MAY CANCEL THIS AGREEMENT BY MIDNIGHT OF SCHOOL'S THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT, AND SUCH CANCELLATION MUST BE IN WRITING TO THE SCHOOL. IN THE EVENT THE SCHOOL CLOSES AND CEASES DOING BUSINESS, YOU ARE NO LONGER OBLIGATED TO MAKE PAYMENTS UNDER THIS AGREEMENT.

(B) TO BE FILLED OUT BY SCHOOL EMPLOYEE

- Today's date is 7/15/07
- Your agreement begins on 7/15/07 and expires on 1ST DEGREE BLACK BELT - 1ST REASON
- Other students who may attend:
FIRST [REDACTED] LAST [REDACTED] DATE OF BIRTH [REDACTED]
- Buyer is a Student? (Circle One) C No
- Total Sales Price \$ 7299.00
- Amount of Down Payment is \$ 99.00
- Remaining Balance to be Paid to ASF \$ 7200.00

WAIVER AND RELEASE OF LIABILITY: The School urges you and all students to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise class. All exercises, including the use of weights and use of any and all machinery, equipment, and apparatus designed for exercising shall be at the student's sole risk. Student understands that the agreement to use, or selection of exercise programs, methods and types of equipment shall be student's entire responsibility, and the School shall not be liable to student for any claims, demands, injuries, damages, or actions arising due to injury to student's person or property arising out of or in connection with the use by student of the services, facilities, and premises of the School. Student hereby holds the School, its officers, owners, agents and employees harmless from all claims which may be brought against them by student or on student's behalf for any such injuries or claims.

STUDENT'S SIGNATURE [Signature]
ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES, WHICH THE BUYER/STUDENT COULD ASSERT AGAINST THE SCHOOL AS A RESULT OF THIS CONTRACT. RECOVERY BY THE BUYER/STUDENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE BUYER/STUDENT TO THE SCHOOL PURSUANT TO THIS CONTRACT.

DEFAULT AND LATE PAYMENT: Should you default on any payment obligation as called for in this agreement, the entire remaining balance shall be deemed due and payable upon demand, and you agree to pay allowable interest, and all cost of collection, including, but not limited to, collection agency fees, court costs and attorneys' fees. Should any monthly payment become more than 10 days past due, you will be charged a late fee to cover additional administrative expenses and other expenses related to obtaining your payment. A fee will be charged for all returned payments.

YOUR PAYMENT SCHEDULE WILL BE:

When Payments are due each Month	Number of Monthly Payments	Amount of Monthly Payments	First Payment Due Date-ASF Collects
21 st	36	\$ 200.00	7/21/07

CANCELLATION: If by reason of death or permanent disability, the buyer is unable to continue the agreement, the buyer or buyer's estate shall be relieved from the obligations of this contract, and if buyer has prepaid any sum, that amount shall be promptly refunded. Should student(s) permanently move their residence more than 25 miles from an affiliated area, payment on this agreement will be suspended upon payment of an appropriate cancellation fee of \$50.00 and legitimate verification of the move. The buyer may cancel this contract if the health club facility operated by the seller is moved to a location that is more than five (5) miles away from the 14598 Clay Terrace Boulevard, Suite 160, Carmel, IN 46032 address and that the services are no longer available as provided in the contract because of the seller's permanent discontinuance of operation. Student agrees to follow school rules as promulgated from time to time. Violation of these rules may be the cause for suspension or cancellation of membership.

School Representative [Signature]

Buyer's Signature [Signature]

Member's Signature (if different from buyer)

(C) I elect to pay my monthly installment payments by Electronic Funds Transfer (EFT). I understand and agree that should I discontinue this payment method, a \$20.00 fee will be added to each monthly installment to cover the costs of processing and handling.

This form of payment, if discontinued, does not release you from your payment obligation or membership contract.

ASF INTERNATIONAL EFT AUTHORIZATION

1. CATHERINE P. WINSLOW, authorize my bank to make my payment by the method indicated below and post it to my account.

☐ Checking (Must attach voided check.) or ☐ Savings (Must attach deposit slip.) or
☐ Visa ☐ MasterCard ☒ American Express ☐ Discover

Number of payments 36 Amount of payment \$ 200.00 1st due date 7/21/07

Bank Name USAA

Bank Phone #

Bank Address/City/State/Zip

Authorized Signature [Signature]

Date 7/15/07

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640 Plaza Drive, Suite 300
Highlands Ranch, CO 80129
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1-800-525-8967

SCHOOL #7417 ☐ New ☐ Renewal ☒ Replacement/Upgrade

Programs offered: ☐ Black Belt Club ☒ Leadership ☐ XMA

Membership Agreement

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants with respect to any aspect of a credit transaction on the basis of race, color, religion, national origin, sex or marital status, or age (provided the applicant has the capacity to contract). The agency that administers compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

(A) BUYER INFORMATION ONLY - TO BE FILLED OUT BY APPLICANT (PLEASE PRINT CLEARLY)

BUYER'S First Name CATHERINE	Last WINSLOW	Birth date	Age	Home Phone ()	E-mail address
Current mailing address		City	State	Zip	Social Security #
Employer		Position	How long (yrs/mos)	Work Phone ()	

YOU, THE BUYER, MAY CANCEL THIS AGREEMENT BY MIDNIGHT OF SCHOOL'S THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT, AND SUCH CANCELLATION MUST BE IN WRITING TO THE SCHOOL. IN THE EVENT THE SCHOOL CLOSES AND CEASES DOING BUSINESS, YOU ARE NO LONGER OBLIGATED TO MAKE PAYMENTS UNDER THIS AGREEMENT.

(B) TO BE FILLED OUT BY SCHOOL EMPLOYEE

- Today's date is 09/29/07
- Your agreement begins on 09/29/07, and expires on 1st Degree Black Belt
- Other students who may attend:

FIRST	LAST	DATE OF BIRTH

- Buyer is a Student? (Circle One) Yes No
- Total Sales Price \$ 2052.00
- Amount of Down Payment is \$ 2052.00
- Remaining Balance to be Paid to ASF \$ 0

WAIVER AND RELEASE OF LIABILITY: The School urges you and all students to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise class. All exercises, including the use of weights and use of any and all machinery, equipment, and apparatus designed for exercising shall be at the student's sole risk. Student understands that the agreement to use, or selection of exercise programs, methods and types of equipment shall be student's entire responsibility, and the School shall not be liable to student for any claims, demands, injuries, damages, or actions arising due to injury to student's person or property arising out of or in connection with the use by student of the services, facilities, and premises of the School. Student hereby holds the School, its officers, owners, agents and employees harmless from all claims which may be brought against them by student or on student's behalf for any such injuries or claims.

STUDENT'S SIGNATURE
ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES, WHICH THE BUYER/STUDENT COULD ASSERT AGAINST THE SCHOOL AS A RESULT OF THIS CONTRACT. RECOVERY BY THE BUYER/STUDENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE BUYER/STUDENT TO THE SCHOOL PURSUANT TO THIS CONTRACT.

DEFAULT AND LATE PAYMENT: Should you default on any payment obligation as called for in this agreement, the entire remaining balance shall be deemed due and payable upon demand, and you agree to pay allowable interest, and all cost of collection, including, but not limited to, collection agency fees, court costs and attorneys' fees. Should any monthly payment become more than 10 days past due, you will be charged a late fee to cover additional administrative expenses and other expenses related to obtaining your payment. A fee will be charged for all returned payments.

YOUR PAYMENT SCHEDULE WILL BE:

When Payments are due each Month	Number of Monthly Payments	Amount of Monthly Payments	First Payment Due Date-ASF Collects
<u>9/29</u>	<u>1</u>	<u>\$ 2052</u>	<u>9/29/07</u>

CANCELLATION: If by reason of death or permanent disability, the buyer is unable to continue the agreement, the buyer or buyer's estate shall be relieved from the obligations of this contract, and if buyer has prepaid any sum, that amount shall be promptly refunded. Should student(s) permanently move their residence more than 25 miles from an affiliated area, payment on this agreement will be suspended upon payment of an appropriate cancellation fee of \$50.00 and legitimate verification of the move. The buyer may cancel this contract if the health club facility operated by the seller is moved to a location that is more than five (5) miles away from the 14598 Clay Terrace Boulevard, Suite 160, Carmel, IN 46032 address and that the services are no longer available as provided in the contract because of the seller's permanent discontinuance of operation. Student agrees to follow school rules as promulgated from time to time. Violation of these rules may be the cause for suspension or cancellation of membership.

School Representative _____ Buyer's Signature _____ Member's Signature (if different from buyer) _____

(C) I elect to pay my monthly installment payments by Electronic Funds Transfer (EFT). I understand and agree that should I discontinue this payment method, a \$20.00 fee will be added to each monthly installment to cover the costs of processing and handling.
This form of payment, if discontinued, does not release you from your payment obligation or membership contract.

ASF INTERNATIONAL EFT AUTHORIZATION

I, _____, authorize my bank to make my payment by the method indicated below and post it to my account.

☐ Checking (Must attach voided check.) or ☐ Savings (Must attach deposit slip.) or
☐ Visa ☐ MasterCard ☐ American Express ☐ Discover

Account #: _____ Routing # or Expiration Date (if Credit Card) _____
Number of payments _____ Amount of payment \$ _____ 1st due date _____
Bank Name _____ Bank Phone # _____
Bank Address/City/State/Zip _____
Authorized Signature _____ Date _____

STATE'S
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SCHOOL #7417 ☒ New ☐ Renewal ☐ Replacement/Upgrade

Programs offered ☒ Black Belt Club ☐ Leadership ☐ XMA

Membership Agreement

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants with respect to any aspect of a credit transaction on the basis of race, color, religion, national origin, sex or marital status, or age (provided the applicant has the capacity to contract). The agency that administers compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

(A) BUYER INFORMATION ONLY - TO BE FILLED OUT BY APPLICANT (PLEASE PRINT CLEARLY)

BUYER'S First Name <u>Julie</u>	Last <u>Saxe</u>	Birth Date	Age	Home Phone	E-mail address
Current mailing address		City	State	Zip	Social Security #
Employer		Position	How long (yrs/mos)	Work Phone	

YOU, THE BUYER, MAY CANCEL THIS AGREEMENT BY MIDNIGHT OF SCHOOL'S THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT, AND SUCH CANCELLATION MUST BE IN WRITING TO THE SCHOOL. IN THE EVENT THE SCHOOL CLOSES AND CEASES DOING BUSINESS, YOU ARE NO LONGER OBLIGATED TO MAKE PAYMENTS UNDER THIS AGREEMENT.

(B) TO BE FILLED OUT BY SCHOOL EMPLOYEE

- Today's date is 04/25/08
- Your agreement begins on 04/28/08 and expires on 1st degree black belt
- Other students who may attend:

FIRST	LAST	DATE OF BIRTH

- Buyer is a Student? (Circle One) Yes ☒ No ☐
- Total Sales Price \$549.00
- Amount of Down Payment is \$ 49.00
- Remaining Balance to be Paid to ASF \$ 4500.00

WAIVER AND RELEASE OF LIABILITY: The School urges you and all students to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise class. All exercises, including the use of weights and use of any and all machinery, equipment, and apparatus designed for exercising shall be at the student's sole risk. Student understands that the agreement to use, or selection of exercise programs, methods and types of equipment shall be student's entire responsibility, and the School shall not be liable to student for any claims, demands, injuries, damages, or actions arising due to injury to student's person or property arising out of or in connection with the use by student of the services, facilities, and premises of the School. Student hereby holds the School, its officers, owners, agents and employees harmless from all claims which may be brought against them by student or on student's behalf for any such injuries or claims.

STUDENT'S SIGNATURE Julie Saxe

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE BUYER/STUDENT COULD ASSERT AGAINST THE SCHOOL AS A RESULT OF THIS CONTRACT. RECOVERY BY THE BUYER/STUDENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE BUYER/STUDENT TO THE SCHOOL PURSUANT TO THIS CONTRACT.

YOUR PAYMENT SCHEDULE WILL BE:

When Payments are due each Month	Number of Monthly Payments	Amount of Monthly Payments	First Payment Due Date-ASF Collects
<u>1</u>	<u>36</u>	<u>125.00</u>	<u>05-1-08</u>

DEFAULT AND LATE PAYMENT: Should you default on any payment obligation as called for in this agreement, the entire remaining balance shall be deemed due and payable upon demand, and you agree to pay allowable interest and all cost of collection, including, but not limited to, collection agency fees, court costs and attorneys' fees. Should any monthly payment become more than 10 days past due, you will be charged a late fee to cover additional administrative expenses and other expenses related to obtaining your payment. A fee will be charged for all returned payments.

CANCELLATION: If by reason of death or permanent disability, the buyer is unable to continue the agreement, the buyer or buyer's estate shall be relieved from the obligations of this contract, and if buyer has prepaid any sum, that amount shall be promptly refunded. Should student(s) permanently move their residence more than 25 miles from an affiliated area, payment on this agreement will be suspended upon payment of an appropriate cancellation fee of \$50.00 and legitimate verification of the move. The buyer may cancel this contract if the health club facility operated by the seller is moved to a location that is more than five (5) miles away from the 14598 Clay Terrace Boulevard, Suite 160, Carmel, IN 46032 address and that the services are no longer available as provided in the contract because of the seller's permanent discontinuance of operation. Student agrees to follow school rules as promulgated from time to time. Violation of these rules may be the cause for suspension or cancellation of membership.

School Representative

Buyer's Signature Julie Saxe

Member's Signature (if different from buyer)

(C) I elect to pay my monthly installment payments by Electronic Funds Transfer (EFT). I understand and agree that should I discontinue this payment method, a \$20.00 fee will be added to each monthly installment to cover the costs of processing and handling.

This form of payment, if discontinued, does not release you from your payment obligation or membership contract.

ASF INTERNATIONAL EFT AUTHORIZATION

I, Julie Saxe, authorize my bank to make my payment by the method indicated below and post it to my account.

☐ Checking (Must attach voided check) or ☐ Savings (Must attach deposit slip) or ☒ Visa ☐ MasterCard ☐ American Express ☐ Discover

Number of payments 36 Amount of payment \$ 125.00 1st due date 05/01/08
Bank Name _____ Bank Phone # _____

Bank Address/City/State/Zip

Authorized Signature Julie Saxe

Date 4-25-08

LED TO A THE TIME

640 Plaza Drive, Suite 300, Highlands Ranch, CO 80129 / 303.886.9563 / 800.525.8967 / Fax 303.980.8006 / www.myasfaaccount.com

STATE'S EXHIBIT

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KIRAN KUMAR R. BIDDALA

577

Date 10/11/0853-9182/2113
21

Pay to the Order of Champion Martial Arts \$ 49.00
fourty nine and 0/100 Dollars

DCU Digital Federal
Credit Union
www.dcu.org

For

B. Kiran Kumar
[Redacted]

Online

iran (...7320)

mber: 654

Post Date: 10/14/2008

Amount of Check:

KIRAN KUMAR REDDY BIDDALA 08-01 201831 654
 MADHURIMA BAYANI 740 634387320
 DATE 10/11/08

PAY TO THE ORDER OF Champion martial arts \$ 1674.00
Sixteen hundred Seventy four and 0/100 DOLLARS

CHASE
 JPMorgan Chase Bank, N.A.
 Indianapolis, Indiana 46277
 www.Chase.com

MEMO Dhanush karate B. Kiran Kumar

Need help printing or saving this check?

STATE'S
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E (b)(5)

CREDITED TO ACCOUNT
 WITHIN 1-2 BUSINESS DAYS
 JPMorgan Chase Bank



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Highlands Ranch, CO 80129
www.myasfaccount.com
1-800-525-8967

SCHOOL#7417 ☐ New ☐ Renewal ☐ Replacement/Upgrade

Programs offered: ☐ Black Belt Club ☐ Leadership ☐ XMA

Membership Agreement

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants with respect to any aspect of a credit transaction on the basis of race, color, religion, national origin, sex or marital status, or age (provided the applicant has the capacity to contract). The agency that administers compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

BUYER INFORMATION ONLY - TO BE FILLED OUT BY APPLICANT (PLEASE PRINT CLEARLY)

BUYER'S First Name	Last	Birth date	Age	Home Phone	E-mail address
Current mailing address		City	State	Zip	Social Security #
Employer	Position	How long (yrs/mos)	Work Phone		

YOU, THE BUYER, MAY CANCEL THIS AGREEMENT BY MIDNIGHT OF SCHOOL'S THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT, AND SUCH CANCELLATION MUST BE IN WRITING TO THE SCHOOL. IN THE EVENT THE SCHOOL CLOSES AND CEASES DOING BUSINESS, YOU ARE NO LONGER OBLIGATED TO MAKE PAYMENTS UNDER THIS AGREEMENT.

TO BE FILLED OUT BY SCHOOL EMPLOYEE

Today's date is ____/____/____

Your agreement begins on ____/____/____, and expires on ____/____/____

Other students who may attend:

FIRST	LAST	DATE OF BIRTH
_____	_____	_____
_____	_____	_____
_____	_____	_____

Buyer is a Student? (Circle One) Yes No

Total Sales Price \$ _____

Amount of Down Payment is \$ _____

Remaining Balance to be Paid to ASF \$ _____

YOUR PAYMENT SCHEDULE WILL BE:

en Payments due each Month	Number of Monthly Payments	Amount of Monthly Payments	First Payment Due Date-ASF Collects
_____	_____	_____	_____

WAIVER AND RELEASE OF LIABILITY: The School urges you and all students to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise class. All exercises, including the use of weights and use of any and all machinery, equipment, and apparatus designed for exercising shall be at the student's sole risk. Student understands that the agreement to use, or selection of exercise programs, methods and types of equipment shall be student's entire responsibility, and the School shall not be liable to student for any claims, demands, injuries, damages, or actions arising due to injury to student's person or property arising out of or in connection with the use by student of the services, facilities, and premises of the School. Student hereby holds the School, its officers, owners, agents and employees harmless from all claims which may be brought against them by student or on student's behalf for any such injuries or claims.

STUDENT'S SIGNATURE _____

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES, WHICH THE BUYER/STUDENT COULD ASSERT AGAINST THE SCHOOL AS A RESULT OF THIS CONTRACT. RECOVERY BY THE BUYER/STUDENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE BUYER/STUDENT TO THE SCHOOL PURSUANT TO THIS CONTRACT.

DEFAULT AND LATE PAYMENT: Should you default on any payment obligation as called for in this agreement, the entire remaining balance shall be deemed due and payable upon demand, and you agree to pay allowable interest, and all cost of collection, including, but not limited to, collection agency fees, court costs and attorneys' fees. Should any monthly payment become more than 10 days past due, you will be charged a late fee to cover additional administrative expenses and other expenses related to obtaining your payment. A fee will be charged for all returned payments.

CANCELLATION: If by reason of death or permanent disability, the buyer is unable to continue the agreement, the buyer or buyer's estate shall be relieved from the obligations of this contract, and if buyer has prepaid any sum, that amount shall be promptly refunded. Should student(s) permanently move their residence more than 25 miles from an affiliated area, payment on this agreement will be suspended upon payment of an appropriate cancellation fee of \$50.00 and legitimate verification of the move. The buyer may cancel this contract if the health club facility operated by the seller is moved to a location that is more than five (5) miles away from 14598 Clay Terrace Boulevard, Suite 160, Carmel, IN 46032 address and that the services are no longer available as provided in this contract because of the seller's permanent discontinuance of operation. Student agrees to follow school rules as promulgated from time to time. Violation of these rules may be the cause for suspension or cancellation of membership.

School Representative

Buyer's Signature

Member's Signature (if different from buyer)

I elect to pay my monthly installment payments by Electronic Funds Transfer (EFT). I understand and agree that should I discontinue this payment method, a \$20.00 fee will be added to my monthly installment to cover the costs of processing and handling.

I, _____, does not intend or

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ASF INTERNATIONAL EFT AUTHORIZATION

I, _____, authorize my bank to make my payment by the method indicated below and post it to my account.

☐ Checking (Must attach voided check.) or ☐ Savings (Must attach deposit slip.) or
☐ Visa ☐ MasterCard ☐ American Express ☐ Discover

Account #: _____ Routing # or Expiration Date (If Credit Card) _____

Number of payments _____, Amount of payment \$ _____, 1st due date _____

Bank Name _____ Bank Phone # _____

Bank Address/City/State/Zip _____

Authorized Signature _____

Date _____

STATE'S
EXHIBIT

E (CC)



640 Plaza Drive Suite 300
Highlands Ranch, CO 80129
www.myasfaccount.com
1-800-525-8967

SCHOOL #7417 ☒ New ☐ Renewal ☐ Replacement/Upgrade

Programs offered: ☒ Black Belt Club ☐ Leadership ☐ XMA

Membership Agreement

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants with respect to any aspect of a credit transaction on the basis of race, color, religion, national origin, sex or marital status, or age (provided the applicant has the capacity to contract). The agency that administers compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

BUYER INFORMATION ONLY - TO BE FILLED OUT BY APPLICANT (PLEASE PRINT CLEARLY)

BUYER'S First Name	Last	Birth date	Age	Home Phone	E-mail address
[Redacted]		[Redacted]	[Redacted]	[Redacted]	[Redacted]
Current mailing address	City	State	Zip	Social Security #	
[Redacted]		[Redacted]	[Redacted]	[Redacted]	
Employer	Position	How long (yrs/mos)	Work Phone ()		

YOU, THE BUYER, MAY CANCEL THIS AGREEMENT BY MIDNIGHT OF SCHOOL'S THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT, AND SUCH CANCELLATION MUST BE IN WRITING TO THE SCHOOL. IN THE EVENT THE SCHOOL CLOSES AND CEASES DOING BUSINESS, YOU ARE NO LONGER OBLIGATED TO MAKE PAYMENTS UNDER THIS AGREEMENT.

TO BE FILLED OUT BY SCHOOL EMPLOYEE

Today's date is 2/10/08
Your agreement begins on 2/10/08 and expires on 1/10/09
Other students who may attend: black belt

FIRST	LAST	DATE OF BIRTH
[Redacted]	[Redacted]	[Redacted]

Buyer is a Student? (Circle One) Yes No

Total Sales Price \$ 5859.00

Amount of Down Payment is \$ 5859.00

Remaining Balance to be Paid to ASF \$ 0

YOUR PAYMENT SCHEDULE WILL BE:

Payments due each Month	Number of Monthly Payments	Amount of Monthly Payments	First Payment Due Date-ASF Collects
X	1	\$ <u>5859.00</u>	X

WAIVER AND RELEASE OF LIABILITY: The School urges you and all students to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise class. All exercises, including the use of weights and use of any and all machinery, equipment, and apparatus designed for exercising shall be at the student's sole risk. Student understands that the agreement to use, or selection of exercise programs, methods and types of equipment shall be student's entire responsibility, and the School shall not be liable to student for any claims, demands, injuries, damages, or actions arising due to injury to student's person or property arising out of or in connection with the use by student of the services, facilities, and premises of the School. Student hereby holds the School, its officers, owners, agents and employees harmless from all claims which may be brought against them by student or on student's behalf for any such injuries or claims.

STUDENT'S SIGNATURE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES, WHICH THE BUYER/STUDENT COULD ASSERT AGAINST THE SCHOOL AS A RESULT OF THIS CONTRACT. RECOVERY BY THE BUYER/STUDENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE BUYER/STUDENT TO THE SCHOOL PURSUANT TO THIS CONTRACT.

DEFAULT AND LATE PAYMENT: Should you default on any payment obligation as called for in this agreement, the entire remaining balance shall be deemed due and payable upon demand; and you agree to pay allowable interest, and all cost of collection, including, but not limited to, collection agency fees, court costs and attorneys' fees. Should any monthly payment become more than 10 days past due, you will be charged a late fee to cover additional administrative expenses and other expenses related to obtaining your payment. A fee will be charged for all returned payments.

CANCELLATION: If by reason of death or permanent disability, the buyer is unable to continue the agreement, the buyer or buyer's estate shall be relieved from the obligations of this contract, and if buyer has prepaid any sum, that amount shall be promptly refunded. Should student(s) permanently move their residence more than 25 miles from an affiliated area, payment on this agreement will be suspended upon payment of an appropriate cancellation fee of \$50.00 and legitimate verification of the move. The buyer may cancel this contract if the health club facility operated by the seller is moved to a location that is more than five (5) miles away from 14598 Clay Terrace Boulevard, Suite 160, Carmel, IN 46032 address and that the services are no longer available as provided in the contract because of the seller's permanent discontinuance of operation. Student agrees to follow school rules as promulgated from time to time. Violation of these rules may be the cause for suspension or cancellation of membership.

School Representative: [Redacted] Buyer's Signature: [Redacted] Member's Signature (if different from buyer): [Redacted]

I elect to pay my monthly installment payments by Electronic Funds Transfer (EFT). I understand and agree that should I discontinue this payment method, a \$20.00 fee will be added to each monthly installment to cover the costs of processing and handling.

If this form of payment is discontinued, does not work or is not used, I agree to pay the balance of the agreement by cash or check.

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ASF INTERNATIONAL EFT AUTHORIZATION

I, Randall E. Gans, authorize my bank to make my payment by the method indicated below and post it to my account.

☐ Checking (Must attach voided check) or ☐ Savings (Must attach deposit slip) or
☒ Visa ☒ MasterCard ☐ American Express ☐ Discover

Number of payments 1 Amount of payment \$ 5859.00 1st due date 2/10/08

Bank Name _____ Bank Phone # _____

Bank Address/City/State/Zip _____

Authorized Signature _____

Date _____

STATE'S
EXHIBIT

E (dd)



640 Plaza Drive, Suite 300
Highlands Ranch, CO 80129
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1-800-525-8967

SCHOOL #7417 ☒ New ☐ Renewal ☐ Replacement/Upgrade.

Programs offered: ☒ Black Belt Club ☐ Leadership ☐ XMA

Membership Agreement

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants with respect to any aspect of a credit transaction on the basis of race, color, religion, national origin, sex or marital status, or age (provided the applicant has the capacity to contract). The agency that administers compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

(A) BUYER INFORMATION ONLY - TO BE FILLED OUT BY APPLICANT (PLEASE PRINT CLEARLY)

BUYER'S First Name	Last	Birth date	Age	Home Phone	E-mail address
	Anderson				
Current mailing address	City	State	Zip	Social Security #	
Employer	Position	How long (yrs/mos)	Work Phone		

YOU, THE BUYER, MAY CANCEL THIS AGREEMENT BY MIDNIGHT OF SCHOOL'S THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT, AND SUCH CANCELLATION MUST BE IN WRITING TO THE SCHOOL. IN THE EVENT THE SCHOOL CLOSES AND CEASES DOING BUSINESS, YOU ARE NO LONGER OBLIGATED TO MAKE PAYMENTS UNDER THIS AGREEMENT.

(B) TO BE FILLED OUT BY SCHOOL EMPLOYEE

1. Today's date is 12/20/07
2. Your agreement begins on 12/20/07 and expires on 1st degree Black Belt
3. Other students who may attend:

FIRST

LAST

DATE OF BIRTH

4. Buyer is a Student? (Circle One) Yes ☒ No ☐
5. Total Sales Price \$ 3549.00
6. Amount of Down Payment is \$ 49.00
7. Remaining Balance to be Paid to ASF \$ 3500.00

WAIVER AND RELEASE OF LIABILITY: The School urges you and all students to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise class. All exercises, including the use of weights and use of any and all machinery, equipment, and apparatus designed for exercising shall be at the student's sole risk. Student understands that the agreement to use, or selection of exercise programs, methods and types of equipment shall be student's entire responsibility, and the School shall not be liable to student for any claims, demands, injuries, damages, or actions arising due to injury to student's person or property arising out of or in connection with the use by student of the services, facilities, and premises of the School. Student hereby holds the School, its officers, owners, agents and employees harmless from all claims which may be brought against them by student or on student's behalf for any such injuries or claims.

☒ STUDENT'S SIGNATURE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES, WHICH THE BUYER/STUDENT COULD ASSERT AGAINST THE SCHOOL AS A RESULT OF THIS CONTRACT. RECOVERY BY THE BUYER/STUDENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE BUYER/STUDENT TO THE SCHOOL PURSUANT TO THIS CONTRACT.

DEFAULT AND LATE PAYMENT: Should you default on any payment obligation as called for in this agreement, the entire remaining balance shall be deemed due and payable upon demand, and you agree to pay allowable interest, and all cost of collection, including, but not limited to, collection agency fees, court costs and attorneys' fees. Should any monthly payment become more than 10 days past due, you will be charged a late fee to cover additional administrative expenses and other expenses related to obtaining your payment. A fee will be charged for all returned payments.

YOUR PAYMENT SCHEDULE WILL BE:

When Payments are due each Month	Number of Monthly Payments	Amount of Monthly Payments	First Payment Due Date-ASF Collects
30th	36	100.00	12-30-07

CANCELLATION: If by reason of death or permanent disability, the buyer is unable to continue the agreement, the buyer or buyer's estate shall be relieved from the obligations of this contract, and if buyer has prepaid any sum, that amount shall be promptly refunded. Should student(s) permanently move their residence more than 25 miles from an affiliated area, payment on this agreement will be suspended upon payment of an appropriate cancellation fee of \$50.00 and legitimate verification of the move. The buyer may cancel this contract if the health club facility operated by the seller is moved to a location that is more than five (5) miles away from the 14598 Clay Terrace Boulevard, Suite 160, Carmel, IN 46032 address and that the services are no longer available as provided in the contract because of the seller's permanent discontinuance of operation. Student agrees to follow school rules as promulgated from time to time. Violation of these rules may be the cause for suspension or cancellation of membership.

School Representative

Buyer's Signature

Member's Signature (if different from buyer)

(C) I elect to pay my monthly installment payments by Electronic Funds Transfer (EFT). I understand and agree that should I discontinue this payment method, a \$20.00 fee will be added to each monthly installment to cover the costs of processing and handling.

This form of payment, if discontinued, does not release you from your payment obligation or

ASF INTERNATIONAL EFT AUTHORIZATION

_____, authorize my bank to make my payment by the method indicated below and post it to my account.

- ☐ Checking (Must attach voided check.) or ☐ Savings (Must attach deposit slip.) or
☐ Visa ☒ MasterCard ☐ American Express ☐ Discover

Number of payments 36 Amount of payment 100.00 1st due date 12-30-07

Bank Name

Bank Phone #

Bank Address/City/State/Zip

☒ Authorized Signature

Date

STATE'S
EXHIBIT

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LIBERTY EXPRESS

NOV-06-2008 17:11



640 Plaza Drive, Suite 300
Highlands Ranch, CO 80129
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1-800-525-8967

SCHOOL #7417 ☒ New ☐ Renewal ☐ Replacement/Upgrade

Programs offered: ☒ Black Belt Club ☐ Leadership ☐ XMA

Membership Agreement

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants with respect to any aspect of a credit transaction on the basis of race, color, religion, national origin, sex or marital status, or age (provided the applicant has the capacity to contract). The agency that administers compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

(A) BUYER INFORMATION ONLY - TO BE FILLED OUT BY APPLICANT (PLEASE PRINT CLEARLY)

BUYER'S First Name JOE	Last MURPHY	Birth date	Age	Home Phone	E-mail address
Current mailing address	City	State	Zip	Social Security #	
Employer	Position	How long (yrs/mos)	Work Phone		

YOU, THE BUYER, MAY CANCEL THIS AGREEMENT BY MIDNIGHT OF SCHOOL'S THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT, AND SUCH CANCELLATION MUST BE IN WRITING TO THE SCHOOL. IN THE EVENT THE SCHOOL CLOSES AND CEASES DOING BUSINESS, YOU ARE NO LONGER OBLIGATED TO MAKE PAYMENTS UNDER THIS AGREEMENT.

(B) TO BE FILLED OUT BY SCHOOL EMPLOYEE

- Today's date is 8/17/07
- Your agreement begins on 8/17/07 and expires on 1st DEGREE BLACK BELT
- Other students who may attend:
FIRST [REDACTED] LAST [REDACTED] DATE OF BIRTH [REDACTED]
- Buyer is a Student? (Circle One) ☒ Yes ☐ No
- Total Sales Price \$ 3600.00
- Amount of Down Payment is \$ 3600.00
- Remaining Balance to be Paid to ASF \$ 3600.00

WAIVER AND RELEASE OF LIABILITY: The School urges you and all students to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise class. All exercises, including the use of weights and use of any and all machinery, equipment, and apparatus designed for exercising shall be at the student's sole risk. Student understands that the agreement to use, or selection of exercise programs, methods and types of equipment shall be student's entire responsibility, and the School shall not be liable to student for any claims, demands, injuries, damages, or actions arising due to injury to student's person or property arising out of or in connection with the use by student of the services, facilities, and premises of the School. Student hereby holds the School, its officers, owners, agents and employees harmless from all claims which may be brought against them by student or on student's behalf for any such injuries or claims.

STUDENT'S SIGNATURE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES, WHICH THE BUYER/STUDENT COULD ASSERT AGAINST THE SCHOOL AS A RESULT OF THIS CONTRACT. RECOVERY BY THE BUYER/STUDENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE BUYER/STUDENT TO THE SCHOOL PURSUANT TO THIS CONTRACT.

DEFAULT AND LATE PAYMENT: Should you default on any payment obligation as called for in this agreement, the entire remaining balance shall be deemed due and payable upon demand, and you agree to pay allowable interest, and all cost of collection, including, but not limited to, collection agency fees, court costs and attorneys' fees. Should any monthly payment become more than 10 days past due, you will be charged a late fee to cover additional administrative expenses and other expenses related to obtaining your payment. A fee will be charged for all returned payments.

YOUR PAYMENT SCHEDULE WILL BE:

When Payments are due each Month	Number of Monthly Payments	Amount of Monthly Payments	First Payment Due Date-ASF Collects
	<u>1</u>	<u>PAYMENT</u>	

CANCELLATION: If by reason of death or permanent disability, the buyer is unable to continue the agreement, the buyer or buyer's estate shall be relieved from the obligations of this contract, and if buyer has prepaid any sum, that amount shall be promptly refunded. Should student(s) permanently move their residence more than 25 miles from an affiliated area, payment on this agreement will be suspended upon payment of an appropriate cancellation fee of \$50.00 and legitimate verification of the move. The buyer may cancel this contract if the health club facility operated by the seller is moved to a location that is more than five (5) miles away from the 14598 Clay Terrace Boulevard, Suite 160, Carmel, IN 46032 address and that the services are no longer available as provided in the contract because of the seller's permanent discontinuance of operation. Student agrees to follow school rules as promulgated from time to time. Violation of these rules may be the cause for suspension or cancellation of membership.

School Representative [Signature]

Buyer's Signature [Signature]

Member's Signature (if different from buyer)

(C) I elect to pay my monthly installment payments by Electronic Funds Transfer (EFT). I understand and agree that should I discontinue this payment method, a \$20.00 fee will be added to my monthly installment to cover the costs of issuing and handling.

Amount of payment, if discontinued, does not owe from your payment obligation or

ASF INTERNATIONAL EFT AUTHORIZATION

I, JOE MURPHY, authorize my bank to make my payment by the method indicated below and post it to my account.

- ☐ Checking (Must attach voided check.) or ☐ Savings (Must attach deposit slip.) or
☐ Visa ☒ MasterCard ☐ American Express ☐ Discover

Number of payments 1, Amount of payment \$ 3600.00, 1st due date 8/17/07

Bank Name B of A Bank Phone #

Bank Address/City/State/Zip

Authorized Signature [Signature]

Date

STATE'S EXHIBIT

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NOV-06-2008 17:09



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SCHOOL#7417 ☒ New ☐ Renewal ☐ Replacement/Upgrade

Programs offered: ☒ Black Belt Club ☐ Leadership ☐ XMA

Membership Agreement

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(A) BUYER INFORMATION ONLY - TO BE FILLED OUT BY APPLICANT (PLEASE PRINT CLEARLY)

BUYER'S First Name <u>Whitney</u>	Last <u>Huddleston</u>	Birth date	Age	Home Phone	E-mail address
Current mailing address		City	State	Zip	Social Security #
Employer		Position	How long (yrs/mos)	Work Phone	

YOU, THE BUYER, MAY CANCEL THIS AGREEMENT BY MIDNIGHT OF SCHOOL'S THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT, AND SUCH CANCELLATION MUST BE IN WRITING TO THE SCHOOL. IN THE EVENT THE SCHOOL CLOSES AND CEASES DOING BUSINESS, YOU ARE NO LONGER OBLIGATED TO MAKE PAYMENTS UNDER THIS AGREEMENT.

(B) TO BE FILLED OUT BY SCHOOL EMPLOYEE

- Today's date is 2/10/08
- Your agreement begins on 07/09/08, and expires on 1st degree black belt
- Other students who may attend:

FIRST	LAST	DATE OF BIRTH

4. Buyer is a Student? (Circle One) Yes ☐ No ☒

5. Total Sales Price \$ 4549.00

6. Amount of Down Payment is \$ 49.00

7. Remaining Balance to be Paid to ASF \$ 4500.00

WAIVER AND RELEASE OF LIABILITY: The School urges you and all students to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise class. All exercises, including the use of weights and use of any and all machinery, equipment, and apparatus designed for exercising shall be at the student's sole risk. Student understands that the agreement to use, or selection of exercise programs, methods and types of equipment shall be student's entire responsibility, and the School shall not be liable to student for any claims, demands, injuries, damages, or actions arising due to injury to student's person or property arising out of or in connection with the use by student of the services, facilities, and premises of the School. Student hereby holds the School, its officers, owners, agents and employees harmless from all claims which may be brought against them by student or on student's behalf for any such injuries or claims.

STUDENT'S SIGNATURE _____

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DEFAULT AND LATE PAYMENT: Should you default on any payment obligation as called for in this agreement, the entire remaining balance shall be deemed due and payable upon demand, and you agree to pay allowable interest, and all cost of collection, including, but not limited to, collection agency fees, court costs and attorneys' fees. Should any monthly payment become more than 10 days past due, you will be charged a late fee to cover additional administrative expenses and other expenses related to obtaining your payment. A fee will be charged for all returned payments.

YOUR PAYMENT SCHEDULE WILL BE:

When Payments are due each Month	Number of Monthly Payments	Amount of Monthly Payments	First Payment Due Date-ASF Collects
<u>1st</u>	<u>36</u>	<u>\$125.00</u>	<u>7-15-08</u>

CANCELLATION: If by reason of death or permanent disability, the buyer is unable to continue the agreement, the buyer or buyer's estate shall be relieved from the obligations of this contract, and if buyer has prepaid any sum, that amount shall be promptly refunded. Should student(s) permanently move their residence more than 25 miles from an affiliated area, payment on this agreement will be suspended upon payment of an appropriate cancellation fee of \$50.00 and legitimate verification of the move. The buyer may cancel this contract if the health club facility operated by the seller is moved to a location that is more than five (5) miles away from the 14598 Clay Terrace Boulevard, Suite 160, Carmel, IN 46032 address and that the services are no longer available as provided in the contract because of the seller's permanent discontinuance of operation. Student agrees to follow school rules as promulgated from time to time. Violation of these rules may be the cause for suspension or cancellation of membership.

School Representative _____

Buyer's Signature _____

Member's Signature (if different from buyer) _____

(C) I elect to pay my monthly installment payments by Electronic Funds Transfer (EFT). I understand and agree that should I discontinue this payment method, a \$20.00 fee will be added to each monthly installment to cover the costs of processing and handling.

This form of payment, if discontinued, does not release you from your payment obligation or membership contract.

YOU, THE BUYER, ARE ENTITLED TO A THE TIME

ASF INTERNATIONAL EFT AUTHORIZATION

I, Whitney Huddleston, authorize my bank to make my payment by the method indicated below and post it to my account.

- ☐ Checking (Must attach voided check.) or ☐ Savings (Must attach deposit slip.) or
☐ Visa ☐ MasterCard ☐ American Express ☒ Discover

Number of payments 36, Amount of payment \$ 125.00, 1st due date 7-15-08

Bank Name _____ Bank Phone # _____

Bank Address/City/State/Zip _____

Authorized Signature _____

Date _____

640 Plaza Drive, Suite 300, Highlands Ranch, CO 80129 / 303 986 9563 / 800 525 8967 / Fax 303 980 8006 / www.myasfaccount.com

STATE'S
EXHIBIT

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SCHOOL#7417 ☐ New ☐ Renewal ☐ Replacement/Upgrade

Programs offered: ☐ Black Belt Club ☐ Leadership ☐ XMA

Membership Agreement

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(A) BUYER INFORMATION ONLY - TO BE FILLED OUT BY APPLICANT (PLEASE PRINT CLEARLY)

BUYER'S First Name	Last	Birth date	Age	Home Phone	E-mail address
		()		()	
Current mailing address	City	State	Zip	Social Security #	
Employer	Position	How long	Work Phone		
		(yrs/mos)	()		

YOU, THE BUYER, MAY CANCEL THIS AGREEMENT BY MIDNIGHT OF SCHOOL'S THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT, AND SUCH CANCELLATION MUST BE IN WRITING TO THE SCHOOL. IN THE EVENT THE SCHOOL CLOSES AND CEASES DOING BUSINESS, YOU ARE NO LONGER OBLIGATED TO MAKE PAYMENTS UNDER THIS AGREEMENT.

(B) TO BE FILLED OUT BY SCHOOL EMPLOYEE

- Today's date is ____/____/____
- Your agreement begins on ____/____/____, and expires on ____/____/____
- Other students who may attend:

FIRST LAST DATE OF BIRTH

- Buyer is a Student? (Circle One) Yes No
- Total Sales Price \$ 777.95
- Amount of Down Payment is \$ 77.79
- Remaining Balance to be Paid to ASF \$ 700.16

WAIVER AND RELEASE OF LIABILITY: The School urges you and all students to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise class. All exercises, including the use of weights and use of any and all machinery, equipment, and apparatus designed for exercising shall be at the student's sole risk. Student understands that the agreement to use, or selection of exercise programs, methods and types of equipment shall be student's entire responsibility, and the School shall not be liable to student for any claims, demands, injuries, damages, or actions arising due to injury to student's person or property arising out of or in connection with the use by student of the services, facilities, and premises of the School. Student hereby holds the School, its officers, owners, agents and employees harmless from all claims which may be brought against them by student or on student's behalf for any such injuries or claims.

STUDENT'S SIGNATURE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES, WHICH THE BUYER/STUDENT COULD ASSERT AGAINST THE SCHOOL AS A RESULT OF THIS CONTRACT. RECOVERY BY THE BUYER/STUDENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE BUYER/STUDENT TO THE SCHOOL PURSUANT TO THIS CONTRACT.

YOUR PAYMENT SCHEDULE WILL BE:

When Payments are due each Month	Number of Monthly Payments	Amount of Monthly Payments	First Payment Due Date-ASF Collects
11	1	\$ 773.75	9/1/07

DEFAULT AND LATE PAYMENT: Should you default on any payment obligation as called for in this agreement, the entire remaining balance shall be deemed due and payable upon demand, and you agree to pay allowable interest, and all cost of collection, including, but not limited to, collection agency fees, court costs and attorneys' fees. Should any monthly payment become more than 10 days past due, you will be charged a late fee to cover additional administrative expenses and other expenses related to obtaining your payment. A fee will be charged for all returned payments.

CANCELLATION: If by reason of death or permanent disability, the buyer is unable to continue the agreement, the buyer or buyer's estate shall be relieved from the obligations of this contract, and if buyer has prepaid any sum, that amount shall be promptly refunded. Should student(s) permanently move their residence more than 25 miles from an affiliated area, payment on this agreement will be suspended upon payment of an appropriate cancellation fee of \$50.00 and legitimate verification of the move. The buyer may cancel this contract if the health club facility operated by the seller is moved to a location that is more than five (5) miles away from the 14598 Clay Terrace Boulevard, Suite 160, Carmel, IN 46032 address and that the services are no longer available as provided in the contract because of the seller's permanent discontinuance of operation. Student agrees to follow school rules as promulgated from time to time. Violation of these rules may be the cause for suspension or cancellation of membership.

School Representative

Buyer's Signature

Member's Signature (if different from buyer)

I elect to pay my monthly installment payments by Electronic Funds Transfer (EFT). I understand and agree that should I discontinue this payment method, a \$20.00 fee will be added to each monthly installment to cover the costs of processing and handling.

If payment is discontinued, does not

FILED TO A
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ASF INTERNATIONAL EFT AUTHORIZATION

I, _____, authorize my bank to make my payment by the method indicated below and post it to my account.

☐ Checking (Must attach voided check.) or ☐ Savings (Must attach deposit slip.) or
☐ Visa ☐ MasterCard ☐ American Express ☐ Discover

Account #: _____ Routing # or Expiration Date (If Credit Card) _____

Number of payments _____ Amount of payment \$ _____ 1st due date _____

Bank Name _____ Bank Phone # _____

Bank Address/City/State/Zip _____

Authorized Signature _____

Date _____

STATE'S
EXHIBIT



640 Plaza Drive Suite 300
Highlands Ranch, CO 80129
www.myasfaccount.com
1-800-525-8967

SCHOOL#7417 ☒ New ☐ Renewal ☐ Replacement/Upgrade

Programs offered ☒ Black Belt Club ☐ Leadership ☐ XMA

Membership Agreement

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants with respect to any aspect of a credit transaction on the basis of race, color, religion, national origin, sex or marital status, or age (provided the applicant has the capacity to contract). The agency that administers compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

1) BUYER INFORMATION ONLY - TO BE FILLED OUT BY APPLICANT (PLEASE PRINT CLEARLY)

BUYER'S First Name <u>Jason</u>	Last <u>Richmond</u>	Birth date [REDACTED]	Age [REDACTED]	Home Phone [REDACTED]	E-mail address [REDACTED]
Current mailing address [REDACTED]	City [REDACTED]	State [REDACTED]	Zip [REDACTED]	Social Security # [REDACTED]	
Employer [REDACTED]	Position [REDACTED]	How long (yrs/mos) [REDACTED]	Work Phone () [REDACTED]		

YOU, THE BUYER, MAY CANCEL THIS AGREEMENT BY MIDNIGHT OF SCHOOL'S THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT, AND SUCH CANCELLATION MUST BE IN WRITING TO THE SCHOOL. IN THE EVENT THE SCHOOL CLOSES AND CEASES DOING BUSINESS, YOU ARE NO LONGER OBLIGATED TO MAKE PAYMENTS UNDER THIS AGREEMENT.

2) TO BE FILLED OUT BY SCHOOL EMPLOYEE

Today's date is 02/11/08
Your agreement begins on 02/11/08 and expires on 12/11/09

Other students who may attend:

FIRST	LAST	DATE OF BIRTH
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

Buyer is a Student? (Circle One) Yes ☐ No ☒

Total Sales Price \$ 1474.00

Amount of Down Payment is \$ 1474.00

Remaining Balance to be Paid to ASF \$

WAIVER AND RELEASE OF LIABILITY: The School urges you and all students to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise class. All exercises, including the use of weights and use of any and all machinery, equipment, and apparatus designed for exercising shall be at the student's sole risk. Student understands that the agreement to use, or selection of exercise programs, methods and types of equipment shall be student's entire responsibility, and the School shall not be liable to student for any claims, demands, injuries, damages, or actions arising due to injury to student's person or property arising out of or in connection with the use by student of the services, facilities, and premises of the School. Student hereby holds the School, its officers, owners, agents and employees harmless from all claims which may be brought against them by student or on student's behalf for any such injuries or claims.

STUDENT'S SIGNATURE [Signature]

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES, WHICH THE BUYER/STUDENT COULD ASSERT AGAINST THE SCHOOL AS A RESULT OF THIS CONTRACT. RECOVERY BY THE BUYER/STUDENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE BUYER/STUDENT TO THE SCHOOL PURSUANT TO THIS CONTRACT.

YOUR PAYMENT SCHEDULE WILL BE:

Payments due each Month	Number of Monthly Payments	Amount of Monthly Payments	First Payment Due Date-ASF Collects
<u> </u>	<u>1</u>	<u>\$ 1474.00</u>	<u> </u>

DEFAULT AND LATE PAYMENT: Should you default on any payment obligation as called for in this agreement, the entire remaining balance shall be deemed due and payable upon demand, and you agree to pay allowable interest, and all cost of collection, including, but not limited to, collection agency fees, court costs and attorneys' fees. Should any monthly payment become more than 10 days past due, you will be charged a late fee to cover additional administrative expenses and other expenses related to obtaining your payment. A fee will be charged for all returned payments.

CANCELLATION: If by reason of death or permanent disability, the buyer is unable to continue the agreement, the buyer or buyer's estate shall be relieved from the obligations of this contract, and if buyer has prepaid any sum, that amount shall be promptly refunded. Should student(s) permanently move their residence more than 25 miles from an affiliated area, payment on this agreement will be suspended upon payment of an appropriate cancellation fee of \$50.00 and legitimate verification of the move. The buyer may cancel this contract if the health club facility operated by the seller is moved to a location that is more than five (5) miles away from the 14598 Clay Terrace Boulevard, Suite 160, Carmel, IN 46032 address and that the services are no longer available as provided in the contract because of the seller's permanent discontinuance of operation. Student agrees to follow school rules as promulgated from time to time. Violation of these rules may be the cause for suspension or cancellation of membership.

School Representative [Signature] Buyer's Signature [Signature] Member's Signature (if different from buyer) [Signature]

I elect to pay my monthly installment payments by Electronic Funds Transfer (EFT). I understand and agree that should I discontinue this payment method, a \$20.00 fee will be added to each monthly installment to cover the costs of processing and handling.

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ASF INTERNATIONAL EFT AUTHORIZATION

I, , authorize my bank to make my payment by the method indicated below and post it to my account.

☐ Checking (Must attach voided check.) or ☐ Savings (Must attach deposit slip.) or
☐ Visa ☐ MasterCard ☐ American Express ☐ Discover

Account #: Routing # or Expiration Date (If Credit Card)

Number of payments , Amount of payment \$, 1st due date

Bank Name Bank Phone #

Bank Address/City/State/Zip

Authorized Signature Date



640 Plaza Drive, Suite 300
Highlands Ranch, CO 80129
www.myasfaccount.com
1-800-525-8967

SCHOOL#7417 ☐ New ☒ Renewal ☐ Replacement/Upgrade

Programs offered ☒ Black Belt Club ☐ Leadership ☐ XMA

Membership Agreement

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants with respect to any aspect of a credit transaction on the basis of race, color, religion, national origin, sex or marital status, or age (provided the applicant has the capacity to contract). The agency that administers compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

(A) BUYER INFORMATION ONLY - TO BE FILLED OUT BY APPLICANT (PLEASE PRINT CLEARLY)

BUYER'S First Name CYNTHIA	Last RECHMOND	Birth date ()	Age ()	Home Phone ()	E-mail address
Current mailing address	City	State	Zip	Social Security #	
Employer	Position	How long (yrs/mos)	Work Phone ()		

YOU, THE BUYER, MAY CANCEL THIS AGREEMENT BY MIDNIGHT OF SCHOOL'S THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT, AND SUCH CANCELLATION MUST BE IN WRITING TO THE SCHOOL. IN THE EVENT THE SCHOOL CLOSES AND CEASES DOING BUSINESS, YOU ARE NO LONGER OBLIGATED TO MAKE PAYMENTS UNDER THIS AGREEMENT.

(B) TO BE FILLED OUT BY SCHOOL EMPLOYEE

- Today's date is **8/12/08**
- Your agreement begins on **2/11/09**, and expires on **1st DEGREE BLACK BELT**
- Other students who may attend:

FIRST	LAST	DATE OF BIRTH
[REDACTED]		

- Buyer is a Student? (Circle One) Yes **(No)**
- Total Sales Price \$ **1474.00**
- Amount of Down Payment is \$ **1474.00**
- Remaining Balance to be Paid to ASF \$ **0.00**

WAIVER AND RELEASE OF LIABILITY: The School urges you and all students to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise class. All exercises, including the use of weights and use of any and all machinery, equipment, and apparatus designed for exercising shall be at the student's sole risk. Student understands that the agreement to use, or selection of exercise programs, methods and types of equipment shall be student's entire responsibility, and the School shall not be liable to student for any claims, demands, injuries, damages, or actions arising due to injury to student's person or property arising out of or in connection with the use by student of the services, facilities, and premises of the School. Student hereby holds the School, its officers, owners, agents and employees harmless from all claims which may be brought against them by student or on student's behalf for any such injuries or claims.

STUDENT'S SIGNATURE _____

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES, WHICH THE BUYER/STUDENT COULD ASSERT AGAINST THE SCHOOL AS A RESULT OF THIS CONTRACT. RECOVERY BY THE BUYER/STUDENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE BUYER/STUDENT TO THE SCHOOL PURSUANT TO THIS CONTRACT.

DEFAULT AND LATE PAYMENT: Should you default on any payment obligation as called for in this agreement, the entire remaining balance shall be deemed due and payable upon demand, and you agree to pay allowable interest, and all cost of collection, including, but not limited to, collection agency fees, court costs and attorneys' fees. Should any monthly payment become more than 10 days past due, you will be charged a late fee to cover additional administrative expenses and other expenses related to obtaining your payment. A fee will be charged for all returned payments.

YOUR PAYMENT SCHEDULE WILL BE:

When Payments are due each Month	Number of Monthly Payments	Amount of Monthly Payments	First Payment Due Date-ASF Collects
CHECK			

CANCELLATION: If by reason of death or permanent disability, the buyer is unable to continue the agreement, the buyer or buyer's estate shall be relieved from the obligations of this contract, and if buyer has prepaid any sum, that amount shall be promptly refunded. Should student(s) permanently move their residence more than 25 miles from an affiliated area, payment on this agreement will be suspended upon payment of an appropriate cancellation fee of \$50.00 and legitimate verification of the move. The buyer may cancel this contract if the health club facility operated by the seller is moved to a location that is more than five (5) miles away from the 14598 Clay Terrace Boulevard, Suite 160, Carmel, IN 46032 address and that the services are no longer available as provided in the contract because of the seller's permanent discontinuance of operation. Student agrees to follow school rules as promulgated from time to time. Violation of these rules may be the cause for suspension or cancellation of membership.

School Representative _____

Buyer's Signature _____

Member's Signature (if different from buyer) _____

(C) I elect to pay my monthly installment payments by Electronic Funds Transfer (EFT). I understand and agree that should I discontinue this payment method, a \$20.00 fee will be added to each monthly installment to cover the costs of processing and handling.

This form of payment, if discontinued, does not

ASF INTERNATIONAL EFT AUTHORIZATION

I, _____, authorize my bank to make my payment by the method indicated below and post it to my account.

☐ Checking (Must attach voided check.) or ☐ Savings (Must attach deposit slip.) or
☐ Visa ☐ MasterCard ☐ American Express ☐ Discover

Account #: _____ Routing # or Expiration Date (if Credit Card) _____

Number of payments _____, Amount of payment \$ _____, 1st due date _____

Bank Name _____ Bank Phone # _____

Bank Address/City/State/Zip _____

Authorized Signature _____

Date _____

STATE'S
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640 Plaza Drive, Suite 300, Highlands Ranch, CO 80129 / 303 986 9563 / 800 525 8967 / Fax 303 980 8006 / www.myasfaccount.com

BUYER HAS OPTION FOR RE-ENTERED REFUND ON 2/11/09 / IT WILL BE DEDUCTED FROM 1474.00



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Highlands Ranch, CO 80129
www.myasfaccount.com
1-800-525-8967

SCHOOL#7417 ☒ New ☐ Renewal ☐ Replacement/Upgrade

Programs offered: ☒ Black Belt Club ☐ Leadership ☐ XMA

Membership Agreement

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants with respect to any aspect of a credit transaction on the basis of race, color, religion, national origin, sex or marital status, or age (provided the applicant has the capacity to contract). The agency that administers compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

A) BUYER INFORMATION ONLY - TO BE FILLED OUT BY APPLICANT (PLEASE PRINT CLEARLY)

BUYER'S First Name <u>Richard</u>	Last <u>Such</u>	Birth date ()	Age ()	Home Phone ()	E-mail address ()
Current mailing address [REDACTED]		City [REDACTED]	State [REDACTED]	Zip [REDACTED]	Social Security # [REDACTED]
Employer [REDACTED]	Position [REDACTED]	How long (yrs/mos) [REDACTED]	Work Phone ()		

YOU, THE BUYER, MAY CANCEL THIS AGREEMENT BY MIDNIGHT OF SCHOOL'S THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT, AND SUCH CANCELLATION MUST BE IN WRITING TO THE SCHOOL. IN THE EVENT THE SCHOOL CLOSES AND CEASES DOING BUSINESS, YOU ARE NO LONGER OBLIGATED TO MAKE PAYMENTS UNDER THIS AGREEMENT.

B) TO BE FILLED OUT BY SCHOOL EMPLOYEE

Today's date is 01/07/08
Your agreement begins on 01/07/08, and expires on 1st degree black belt
Other students who may attend:

FIRST	LAST	DATE OF BIRTH

1. Buyer is a Student? (Circle One) Yes ☒ No ☐

2. Total Sales Price \$ 4549.00

3. Amount of Down Payment is \$ 49.00

4. Remaining Balance to be Paid to ASF \$ 4500.00

YOUR PAYMENT SCHEDULE WILL BE:

When Payments are due each Month	Number of Monthly Payments	Amount of Monthly Payments	First Payment Due Date-ASF Collects
<u>9th</u>	<u>1</u>	<u>\$3600.00</u>	<u>1-9-08</u>

WAIVER AND RELEASE OF LIABILITY: The School urges you and all students to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise class. All exercises, including the use of weights and use of any and all machinery, equipment, and apparatus designed for exercising shall be at the student's sole risk. Student understands that the agreement to use, or selection of exercise programs, methods and types of equipment shall be student's entire responsibility, and the School shall not be liable to student for any claims, demands, injuries, damages, or actions arising due to injury to student's person or property arising out of or in connection with the use by student of the services, facilities, and premises of the School. Student hereby holds the School, its officers, owners, agents and employees harmless from all claims which may be brought against them by student or on student's behalf for any such injuries or claims.

STUDENT'S SIGNATURE Richard Such

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES, WHICH THE BUYER/STUDENT COULD ASSERT AGAINST THE SCHOOL AS A RESULT OF THIS CONTRACT. RECOVERY BY THE BUYER/STUDENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE BUYER/STUDENT TO THE SCHOOL PURSUANT TO THIS CONTRACT.

DEFAULT AND LATE PAYMENT: Should you default on any payment obligation as called for in this agreement, the entire remaining balance shall be deemed due and payable upon demand, and you agree to pay allowable interest, and all cost of collection, including, but not limited to, collection agency fees, court costs and attorneys' fees. Should any monthly payment become more than 10 days past due, you will be charged a late fee to cover additional administrative expenses and other expenses related to obtaining your payment. A fee will be charged for all returned payments.

CANCELLATION: If by reason of death or permanent disability, the buyer is unable to continue the agreement, the buyer or buyer's estate shall be relieved from the obligations of this contract, and if buyer has prepaid any sum, that amount shall be promptly refunded. Should student(s) permanently move their residence more than 25 miles from an affiliated area, payment on this agreement will be suspended upon payment of an appropriate cancellation fee of \$50.00 and legitimate verification of the move. The buyer may cancel this contract if the health club facility operated by the seller is moved to a location that is more than five (5) miles away from the 14598 Clay Terrace Boulevard, Suite 160, Carmel, IN 46032 address and that the services are no longer available as provided in the contract because of the seller's permanent discontinuance of operation. Student agrees to follow school rules as promulgated from time to time. Violation of these rules may be the cause for suspension or cancellation of membership.

School Representative [Signature]

Buyer's Signature [Signature]

Member's Signature (if different from buyer)

I elect to pay my monthly installment payments by Electronic Funds Transfer (EFT). I understand and agree that should I discontinue this payment method, a \$20.00 fee will be added to each monthly installment to cover the costs of processing and handling.

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ASF INTERNATIONAL EFT AUTHORIZATION

Richard Such, authorize my bank to make my payment by the method indicated below and post it to my account.

☐ Checking (Must attach voided check.) or ☐ Savings (Must attach deposit slip.) or
☐ Visa ☒ MasterCard ☐ American Express ☐ Discover

Number of payments 1, Amount of payment \$ 3600.00 1st due date 1-9-08

Bank Name [REDACTED] Bank Phone # [REDACTED]

Bank Address/City/State/Zip [REDACTED]

Authorized Signature [Signature]

Date 1-7-08

STATE'S
EXHIBIT

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640 Plaza Drive Suite 300
Highlands Ranch, CO 80129
www.mysafaccount.com
1-800-525-8967

SCHOOL#7417 ☐ New ☐ Renewal ☐ Replacement/Upgrade

Programs offered: ☐ Black Belt Club ☐ Leadership ☐ MMA

Membership Agreement

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants with respect to any aspect of a credit transaction on the basis of race, color, religion, national origin, sex or marital status, or age (provided the applicant has the capacity to contract). The agency that administers compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

BUYER INFORMATION ONLY - TO BE FILLED OUT BY APPLICANT (PLEASE PRINT CLEARLY)

BUYER'S First Name	Last	Birth date	Age	Home phone	Cell phone	Email address
Robert	Shaffer					
Mailing address		City	State	Zip	Social Security #	
Employer	Position	How long	Work phone	City/State/Zip		

YOU, THE BUYER, MAY CANCEL THIS AGREEMENT BY MIDNIGHT OF SCHOOL'S THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT AND SUCH CANCELLATION MUST BE IN WRITING TO THE SCHOOL. IN THE EVENT THE SCHOOL CLOSES AND CEASES DOING BUSINESS, YOU ARE NO LONGER OBLIGATED TO MAKE PAYMENTS UNDER THIS AGREEMENT.

TO BE FILLED OUT BY SCHOOL EMPLOYEE

Today's date is	8/31/07	
Your agreement begins on	8/31/07	
and expires on	8/31/07	
Other students who may attend	1 degree Black Belt	
BUYER'S FIRST NAME	LAST	DATE OF BIRTH
Buyer is a Student (Circle One)	Yes	No
Total Sales Price	4500.00	
Amount of Down Payment	4500.00	
Remaining Balance to be Paid to ASFI		

WAIVER AND RELEASE OF LIABILITY: The School urges you and all students to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise class. All exercises, including the use of weights and use of any and all machinery, equipment, and apparatus designed for exercising shall be at the student's sole risk. Student understands that the agreement to use or selection of exercise programs, methods, and types of equipment shall be student's entire responsibility, and the School shall not be liable to student for any claims, demands, injuries, damages, or actions arising due to injury to student, person or property arising out of or in connection with the use by student of the services, facilities, and premises of the School. Student hereby holds the School, its officers, owners, agents, and employees harmless from all claims which may be brought against them by student or on student's behalf for any such injuries or claims.

STUDENT'S SIGNATURE
ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE BUYER/STUDENT COULD ASSERT AGAINST THE SCHOOL AS A RESULT OF THIS CONTRACT. RECOVERY BY THE BUYER/STUDENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE BUYER/STUDENT TO THE SCHOOL PURSUANT TO THIS CONTRACT.

DEFAULT AND LATE PAYMENT: Should you default on any payment obligation as called for in this agreement, the entire remaining balance shall be deemed due and payable on demand and you agree to pay, without interest, and at cost of collection, including, but not limited to, collection agency fees, court costs, and attorney fees, all or any monthly payment(s) in excess of that to have been due from you, plus a charge of \$10.00 to cover additional administrative expenses and other expenses related to obtaining your payment. A fee will be charged for all returned payments.

CANCELLATION: If by reason of death or permanent disability, the buyer is unable to continue the agreement, the buyer or buyer's estate shall be relieved from the obligations of this contract, and if buyer has prepaid any sum, that amount shall be promptly refunded. Should student(s) permanently move their residence more than 25 miles from an affiliated area, payment on this agreement will be suspended upon payment of an appropriate cancellation fee of \$50.00 and legitimate verification of the move. The buyer may cancel this contract if the health club/facility operated by the seller is moved to a location that is more than five (5) miles away from 14598 Clay Terrace Boulevard, Suite 600, Carmel, IN 46032 address, and that the services are no longer available as provided in the contract because of the seller's permanent discontinuance of operation. Student agrees to follow school rules as promulgated from time to time. Violation of these rules may be the cause for suspension or cancellation of membership.

School Representative Signature: _____ Buyer's Signature: _____ Member's Signature (if different from buyer): _____

ASFI INTERNATIONAL AUTHORIZATION
I hereby authorize my bank to make any payment by the method indicated below and post it to my account.
☐ Checking (Must be voided check) or ☐ Savings (Must have post slip) or ☐ MasterCard or ☐ American Express or ☐ Discover

Number of payments	1	Amount of payment	4500.00	1st due date	9-04-07
Bank Name	Bank Phone #				
Bank Address/City/State/Zip					
Authorized Signature	Date				



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Programs offered: ☒ Black Belt Club ☐ Leadership ☐ MMA

Membership Agreement

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(A) BUYER INFORMATION ONLY - TO BE FILLED OUT BY APPLICANT (PLEASE PRINT CLEARLY)

BUYER'S First Name <u>Lisa</u>	Last <u>Lemon</u>	Birth Date <u>8/11/07</u>	Age <u>16</u>	Home Phone <u>(373) 521-1833</u>	E-mail address <u></u>
Current mailing address <u>14245 Trailwind Ct</u>	City <u>Carmel</u>	State <u>IN</u>	Zip <u>46032</u>	Business Phone <u></u>	Work Phone <u></u>
Employer <u></u>	Position <u></u>	How long <u>(m/m/yr)</u>	Work Phone <u></u>		

YOU, THE BUYER, MAY CANCEL THIS AGREEMENT BY MIDNIGHT OF SCHOOL'S THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT, AND SUCH CANCELLATION MUST BE IN WRITING TO THE SCHOOL. IN THE EVENT THE SCHOOL CLOSES AND CEASES DOING BUSINESS, YOU ARE NO LONGER OBLIGATED TO MAKE PAYMENTS UNDER THIS AGREEMENT.

(B) TO BE FILLED OUT BY SCHOOL EMPLOYEE

1. Today's date is 8/11/07
2. Your agreement begins on 8/11/07, and expires on 1st degree black belt
3. Other students who may attend:
FIRST Zachary LAST DATE OF BIRTH

4. Buyer is a Student? (Circle One) Yes ☒ No ☐

5. Total Sales Price \$ 3469.00

6. Amount of Down Payment is \$ 3469.00

7. Remaining Balance to be Paid to ASF \$

YOUR PAYMENT SCHEDULE WILL BE:

When Payments are due each month	Number of Monthly Payments	Amount of Monthly Payment	First Payment Due Date-ASF Collects
<u>1st</u>	<u>1</u>	<u>3469.00</u>	<u></u>

CANCELLATION: If by reason of death or permanent disability, the buyer is unable to continue the agreement, the buyer or buyer's estate shall be relieved from the obligations of this contract, and if buyer has prepaid any sum, that amount shall be promptly refunded. Should student(s) permanently move their residence more than 25 miles from an affiliated area, payment on this agreement will be suspended upon payment of an appropriate cancellation fee of \$50.00 and legitimate verification of the move. The buyer may cancel this contract if the health club facility operated by the seller is moved to a location that is more than five (5) miles away from the 14590 Clay Terrace Boulevard, Suite 160, Carmel, IN 46032 address and that the services are no longer available as provided in the contract because of the seller's permanent discontinuance of operation. Student agrees to follow school rules as promulgated from time to time. Violation of these rules may be the cause for suspension or cancellation of membership.

School Representative [Signature] Buyer's Signature [Signature] Member's Signature (if different from buyer) [Signature]

(C) I elect to pay my monthly installment

payments by Electronic Funds Transfer (EFT). I understand and agree that should I discontinue this payment method, a \$20.00 fee will be added to each monthly installment to cover the costs of processing and handling.

This form of payment, if discontinued, does not release you from your payment obligation or membership contract.

YOU, THE BUYER, ARE ENTITLED TO A COPY OF THIS CONTRACT AT THE TIME

WAIVER AND RELEASE OF LIABILITY: The School urges you and all students to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise class. All exercises, including the use of weights and use of any and all machinery, equipment, and apparatus designed for exercising shall be at the student's own risk. Student understands that the agreement to use, or collection of exercise equipment, methods and types of equipment shall be student's entire responsibility, and the School shall not be liable to student for any claims, demands, injuries, damages, or actions arising due to injury to student's person or property arising out of or in connection with the use of the services, facilities, and premises of the School. Student hereby holds the School, its officers, owners, agents and employees harmless from all claims which may be brought against them by student or on student's behalf for any such injuries or claims.

BUYER'S SIGNATURE Lisa Lemon
ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES, WHICH THE BUYER/STUDENT COULD ASSERT AGAINST THE SCHOOL AS A RESULT OF THIS CONTRACT. RECOVERY BY THE BUYER/STUDENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE BUYER/STUDENT TO THE SCHOOL PURSUANT TO THIS CONTRACT.

DEFAULT AND LATE PAYMENTS: Should you default on any payment obligation as called for in this agreement, the entire remaining balance shall be deemed due and payable upon demand, and you agree to pay all interest, and all cost of collection, including, but not limited to, collection agency fees, court costs and attorney's fees. Should any monthly payment become more than 10 days past due, you will be charged a late fee to cover additional administrative expenses and other expenses related to obtaining your payment. A fee will be charged for all missed payments.

ASF INTERNATIONAL EFT AUTHORIZATION

I authorize my bank to make any payment by the method indicated below and post it to my account.

☐ Checking (Print check number) ☐ Savings (Print check number) or ☐ Visa ☐ MasterCard ☐ American Express ☐ Discover

Initials [Initials] Date [Date]



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SCHOOL #7417 ☒ New ☐ Renewal ☐ Replacement/Upgrade
Programs offered: ☒ Black Belt Club ☐ Leadership ☐ MMA

Membership Agreement

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants with respect to any aspect of a credit transaction on the basis of race, color, religion, national origin, sex or marital status, or any combination of these factors. The agency that administers compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

(A) BUYER INFORMATION ONLY - TO BE FILLED OUT BY APPLICANT (PLEASE PRINT CLEARLY)

BUYER'S First Name <u>HEATHER</u>	Last <u>MULLIST</u>	Birth Date <u></u>	Age <u></u>	Home Phone <u></u>	E-mail address <u></u>
Current mailing address <u></u>	City <u></u>	State <u></u>	Zip <u></u>	Business Phone <u></u>	Work Phone <u></u>
Employer <u></u>	Position <u></u>	How long <u></u>	Work Phone <u></u>		

YOU, THE BUYER, MAY CANCEL THIS AGREEMENT BY MIDNIGHT OF SCHOOL'S THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT, AND SUCH CANCELLATION MUST BE IN WRITING TO THE SCHOOL. IN THE EVENT THE SCHOOL CLOSING AND CEASES DOING BUSINESS, YOU ARE NO LONGER OBLIGATED TO MAKE PAYMENTS UNDER THIS AGREEMENT.

(B) TO BE FILLED OUT BY SCHOOL EMPLOYEE

1. Today's date is 8/11/07
2. Your agreement begins on 8/11/07, and expires on 1st degree black belt
3. Other students who may attend:
FIRST LAST DATE OF BIRTH

4. Buyer is a Student? (Circle One) Yes ☒ No ☐

5. Total Sales Price \$ 7299.00

6. Amount of Down Payment is \$ 99.00

7. Remaining Balance to be Paid to ASF \$ 7200.00

YOUR PAYMENT SCHEDULE WILL BE:

When Payments are due each month	Number of Monthly Payments	Amount of Monthly Payment	First Payment Due Date-ASF Collects
<u>1st</u>	<u>36</u>	<u>200.00</u>	<u>8/11/07</u>

CANCELLATION: If by reason of death or permanent disability, the buyer is unable to continue the agreement, the buyer or buyer's estate shall be relieved from the obligations of this contract, and if buyer has prepaid any sum, that amount shall be promptly refunded. Should student(s) permanently move their residence more than 25 miles from an affiliated area, payment on this agreement will be suspended upon payment of an appropriate cancellation fee of \$50.00 and legitimate verification of the move. The buyer may cancel this contract if the health club facility operated by the seller is moved to a location that is more than five (5) miles away from the 14590 Clay Terrace Boulevard, Suite 160, Carmel, IN 46032 address and that the services are no longer available as provided in the contract because of the seller's permanent discontinuance of operation. Student agrees to follow school rules as promulgated from time to time. Violation of these rules may be the cause for suspension or cancellation of membership.

School Representative [Signature] Buyer's Signature [Signature] Member's Signature (if different from buyer) [Signature]

(C) I elect to pay my monthly installment

payments by Electronic Funds Transfer (EFT). I understand and agree that should I discontinue this payment method, a \$20.00 fee will be added to each monthly installment to cover the costs of processing and handling.

This form of payment, if discontinued, does not release you from your payment obligation or membership contract.

YOU, THE BUYER, ARE ENTITLED TO A COPY OF THIS CONTRACT AT THE TIME

WAIVER AND RELEASE OF LIABILITY: The School urges you and all students to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise class. All exercises, including the use of weights and use of any and all machinery, equipment, and apparatus designed for exercising shall be at the student's own risk. Student understands that the agreement to use, or collection of exercise equipment, methods and types of equipment shall be student's entire responsibility, and the School shall not be liable to student for any claims, demands, injuries, damages, or actions arising due to injury to student's person or property arising out of or in connection with the use of the services, facilities, and premises of the School. Student hereby holds the School, its officers, owners, agents and employees harmless from all claims which may be brought against them by student or on student's behalf for any such injuries or claims.

BUYER'S SIGNATURE [Signature]
ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES, WHICH THE BUYER/STUDENT COULD ASSERT AGAINST THE SCHOOL AS A RESULT OF THIS CONTRACT. RECOVERY BY THE BUYER/STUDENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE BUYER/STUDENT TO THE SCHOOL PURSUANT TO THIS CONTRACT.

DEFAULT AND LATE PAYMENTS: Should you default on any payment obligation as called for in this agreement, the entire remaining balance shall be deemed due and payable upon demand, and you agree to pay all interest, and all cost of collection, including, but not limited to, collection agency fees, court costs and attorney's fees. Should any monthly payment become more than 10 days past due, you will be charged a late fee to cover additional administrative expenses and other expenses related to obtaining your payment. A fee will be charged for all missed payments.

ASF INTERNATIONAL EFT AUTHORIZATION

I authorize my bank to make any payment by the method indicated below and post it to my account.

☒ Checking (Print check number) ☐ Savings (Print check number) or ☐ Visa ☐ MasterCard ☐ American Express ☐ Discover

Initials [Initials] Date [Date]

STATE'S
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Payment Due Date
01/20/07

Past Due Amount
\$0.00

Amount Enclosed \$

Make your check payable to Chase Card Services.
New address or e-mail? Print on back.

17896 BEX Z 38006 C
CURTIS A HALE



CARDMEMBER SERVICE
PO BOX 94014
PALATINE IL 60094-4014



Opening/Closing Date: 11/27/06 - 12/26/06
Payment Due Date: 01/20/07
Minimum Payment Due: \$160.00

CUSTOMER SERVICE

In U.S. 1-800-300-8575
Español 1-888-446-3308
TDD 1-800-955-8060
Pay by phone 1-800-436-7958
Outside U.S. call collect
1-302-594-8200

VISA ACCOUNT SUMMARY

Account Number: 4266 9020 1682 3542

ACCOUNT INQUIRIES

P.O. Box 15298
Wilmington, DE 19850-5298

PAYMENT ADDRESS

P.O. Box 94014
Palatine, IL 60094-4014

VISIT US AT:

www.chase.com/disney

- ♦ It's fast, FREE and secure!
- ♦ Pay your bill & much more.

DISNEY DREAM REWARD DOLLARS

Balance from last statement

1,705

Please call 800-300-8575 to redeem your
Disney Rewards or if you have any questions

12/09 2433239634400001912118

12/09 2433239634400001912119

5,040.00

5,139

STATE'S
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640 Plaza Drive, Suite 300
Highlands Ranch, CO 80129
www.myasfaccount.com
1-800-525-8967

SCHOOL #7417 ☒ New ☐ Renewal ☐ Replacement/Upgrade

Programs offered: ☒ Black Belt Club ☐ Leadership ☐ XMA

Membership Agreement

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants with respect to any aspect of a credit transaction on the basis of race, color, religion, national origin, sex or marital status, or age (provided the applicant has the capacity to contract). The agency that administers compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

(A) BUYER INFORMATION ONLY - TO BE FILLED OUT BY APPLICANT (PLEASE PRINT CLEARLY)

BUYER'S First Name	Last	Birth date	Age	Home Phone	E-mail address
MAURINE	SCHILLER				
Current mailing address	City	State	Zip	Social Security #	
Employer	Position	How long (yrs/mos)	Work Phone		

YOU, THE BUYER, MAY CANCEL THIS AGREEMENT BY MIDNIGHT OF SCHOOL'S THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT, AND SUCH CANCELLATION MUST BE IN WRITING TO THE SCHOOL. IN THE EVENT THE SCHOOL CLOSES AND CEASES DOING BUSINESS, YOU ARE NO LONGER OBLIGATED TO MAKE PAYMENTS UNDER THIS AGREEMENT.

(B) TO BE FILLED OUT BY SCHOOL EMPLOYEE

1. Today's date is 2/13/08
2. Your agreement begins on 2/20/08 and expires on 1st DEGREE BLACK BELT - 1st PERSON
3. Other students who may attend:
FIRST [REDACTED] LAST [REDACTED] DATE OF BIRTH [REDACTED]
[REDACTED] [REDACTED] [REDACTED]
4. Buyer is a Student? (Circle One) Yes ☐ No ☒
5. Total Sales Price \$ 5859.00
6. Amount of Down Payment is \$ 5859.00
7. Remaining Balance to be Paid to ASF \$ [REDACTED]

WAIVER AND RELEASE OF LIABILITY: The School urges you and all students to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise class. All exercises, including the use of weights and use of any and all machinery, equipment, and apparatus designed for exercising shall be at the student's sole risk. Student understands that the agreement to use, or selection of exercise programs, methods and types of equipment shall be student's entire responsibility, and the School shall not be liable to student for any claims, demands, injuries, damages, or actions arising due to injury to student's person or property arising out of or in connection with the use by student of the services, facilities, and premises of the School. Student hereby holds the School, its officers, owners, agents and employees harmless from all claims which may be brought against them by student or on student's behalf for any such injuries or claims.

STUDENT'S SIGNATURE [Signature]
ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES, WHICH THE BUYER/STUDENT COULD ASSERT AGAINST THE SCHOOL AS A RESULT OF THIS CONTRACT. RECOVERY BY THE BUYER/STUDENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE BUYER/STUDENT TO THE SCHOOL PURSUANT TO THIS CONTRACT.

DEFAULT AND LATE PAYMENT: Should you default on any payment obligation as called for in this agreement, the entire remaining balance shall be deemed due and payable upon demand, and you agree to pay allowable interest, and all cost of collection, including, but not limited to, collection agency fees, court costs and attorneys' fees. Should any monthly payment become more than 10 days past due, you will be charged a late fee to cover additional administrative expenses and other expenses related to obtaining your payment. A fee will be charged for all returned payments.

YOUR PAYMENT SCHEDULE WILL BE:

When Payments are due each Month	Number of Monthly Payments	Amount of Monthly Payments	First Payment Due Date-ASF Collects
2/13/08	1	\$ 5859.00	today

CANCELLATION: If by reason of death or permanent disability, the buyer is unable to continue the agreement, the buyer or buyer's estate shall be relieved from the obligations of this contract, and if buyer has prepaid any sum, that amount shall be promptly refunded. Should student(s) permanently move their residence more than 25 miles from an affiliated area, payment on this agreement will be suspended upon payment of an appropriate cancellation fee of \$50.00 and legitimate verification of the move. The buyer may cancel this contract if the health club facility operated by the seller is moved to a location that is more than five (5) miles away from the 14598 Clay Terrace Boulevard, Suite 160, Carmel, IN 46032 address and that the services are no longer available as provided in the contract because of the seller's permanent discontinuance of operation. Student agrees to follow school rules as promulgated from time to time. Violation of these rules may be the cause for suspension or cancellation of membership.

School Representative [Signature] Buyer's Signature [Signature] Member's Signature (if different from buyer) [Signature]

(C) I elect to pay my monthly installment payments by Electronic Funds Transfer (EFT). I understand and agree that should I discontinue this payment method, a \$20.00 fee will be added to each monthly installment to cover the costs of processing and handling.

This form of payment, if discontinued, does not release you from your payment obligation or membership contract.

ASF INTERNATIONAL EFT AUTHORIZATION
I, MAURINE A. SCHILLER, authorize my bank to make my payment by the method indicated below and post it to my account.

☐ Checking (Must attach voided check.) or ☐ Savings (Must attach deposit slip.) or
☐ Visa ☒ MasterCard ☐ American Express ☐ Discover

Number of payments 2 Amount of payment \$ 5859.00 1st due date 2/13/08
Bank Name [REDACTED] Bank Phone # [REDACTED]

Bank Address/City/State/Zip [REDACTED]

Authorized Signature [Signature]

Date 2/13/08

STATE'S
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640 Plaza Drive, Suite 300
Highlands Ranch, CO 80129
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1-800-525-8967

SCHOOL #7417 ☒ New ☐ Renewal ☐ Replacement/Upgrade

Programs offered: ☒ Black Belt Club ☐ Leadership ☐ XMA

Membership Agreement

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants with respect to any aspect of a credit transaction on the basis of race, color, religion, national origin, sex or marital status, or age (provided the applicant has the capacity to contract). The agency that administers compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

(A) BUYER INFORMATION ONLY - TO BE FILLED OUT BY APPLICANT (PLEASE PRINT CLEARLY)

BUYER'S First Name <u>Neil</u>	Last <u>Patel</u>	Birth date [REDACTED]	Age [REDACTED]	Home Phone [REDACTED]	E-mail address [REDACTED]
Current mailing address [REDACTED]		City [REDACTED]	State [REDACTED]	Zip [REDACTED]	Social Security # [REDACTED]
Employer [REDACTED]		How long (yrs/mos) [REDACTED]	Work Phone () [REDACTED]		

YOU, THE BUYER, MAY CANCEL THIS AGREEMENT BY MIDNIGHT OF SCHOOL'S THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT, AND SUCH CANCELLATION MUST BE IN WRITING TO THE SCHOOL. IN THE EVENT THE SCHOOL CLOSES AND CEASES DOING BUSINESS, YOU ARE NO LONGER OBLIGATED TO MAKE PAYMENTS UNDER THIS AGREEMENT.

(B) TO BE FILLED OUT BY SCHOOL EMPLOYEE

1. Today's date is 07/19/07

2. Your agreement begins on 07/19/07, and expires on

1st degree black belt FOR EVERYONE TESTED BELT

3. Other students who may attend:

FIRST	LAST	DATE OF BIRTH
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

4. Buyer is a Student? (Circle One) Yes ☒ No ☐

5. Total Sales Price \$ 3849.00

6. Amount of Down Payment is \$ 0

7. Remaining Balance to be Paid to ASF \$ 3849.00

YOUR PAYMENT SCHEDULE WILL BE:

When Payments are due each Month <u>1st</u>	Number of Monthly Payments <u>1</u>	Amount of Monthly Payments <u>3849.00</u>	First Payment Due <u>07-19-07</u>
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WAIVER AND RELEASE OF LIABILITY: The School urges you and all students to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise class. All exercises, including the use of weights and use of any and all machinery, equipment, and apparatus designed for exercising shall be at the student's sole risk. Student understands that the agreement to use, or selection of exercise programs, methods and types of equipment shall be student's entire responsibility, and the School shall not be liable to student for any claims, demands, injuries, damages, or actions arising due to injury to student's person or property arising out of or in connection with the use by student of the services, facilities and premises of the School. Student hereby holds the School, its officers, owners, agents and employees harmless from all claims which may be brought against them by student or on student's behalf for any such injuries or claims.

STUDENT'S SIGNATURE [Signature]

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES, WHICH THE BUYER/STUDENT COULD ASSERT AGAINST THE SCHOOL AS A RESULT OF THIS CONTRACT. RECOVERY BY THE BUYER/STUDENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE BUYER/STUDENT TO THE SCHOOL PURSUANT TO THIS CONTRACT.

DEFAULT AND LATE PAYMENT: Should you default on any payment obligation as called for in this agreement, the entire remaining balance shall be deemed due and payable upon demand, and you agree to pay allowable interest, and all cost of collection, including, but not limited to, collection agency fees, court costs and attorneys' fees. Should any monthly payment become more than 10 days past due, you will be charged a late fee to cover additional administrative expenses and other expenses related to obtaining your payment. A fee will be charged for all returned payments.

CANCELLATION: If by reason of death or permanent disability, the buyer is unable to continue the agreement, the buyer or buyer's estate shall be relieved from the obligations of this contract, and if buyer has prepaid any sum, that amount shall be promptly refunded. Should student(s) permanently move their residence more than 25 miles from an affiliated area, payment on this agreement will be suspended upon payment of an appropriate cancellation fee of \$50.00 and legitimate verification of the move. The buyer may cancel this contract if the health club facility operated by the seller is moved to a location that is more than five (5) miles away from the 14598 Clay Terrace Boulevard, Suite 160, Carmel, IN 46032 address and that the services are no longer available as provided in the contract because of the seller's permanent discontinuance of operation. Student agrees to follow school rules as promulgated from time to time. Violation of these rules may be the cause for suspension or cancellation of membership.

School Representative [Signature] Buyer's Signature [Signature] Member's Signature (if different from buyer) _____

(C) I elect to pay my monthly installment payments by Electronic Funds Transfer (EFT). I understand and agree that should I discontinue this payment method, a \$20.00 fee will be added to each monthly installment to cover the costs of processing and handling.

This form of payment, if discontinued, does not release you from your payment obligation or membership contract.

ASF INTERNATIONAL EFT AUTHORIZATION

I, _____, authorize my bank to make my payment by the method indicated below and post it to my account.

☐ Checking (Must attach voided check) or ☐ Savings (Must attach deposit slip) or
☐ Visa ☐ MasterCard ☐ American Express ☐ Discover

Account #: _____ Routing # or Expiration Date (if Credit Card) _____

Number of payments _____ Amount of payment \$ _____ 1st due date _____

Bank Name _____ Bank Phone # _____

Bank Address/City/State/Zip _____

Authorized Signature _____

Date

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640 Plaza Drive, Suite 300
Highlands Ranch, CO 80129
www.myasfaccount.com
1-800-525-8967

SCHOOL#7417 ☒ New ☐ Renewal ☐ Replacement/Upgrade

Programs offered: ☒ Black Belt Club ☐ Leadership ☐ XMA

Membership Agreement

Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants with respect to any aspect of a credit transaction on the basis of race, color, religion, national origin, sex or marital status, or age (provided the applicant has the capacity to contract). The agency that administers compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

BUYER INFORMATION ONLY - TO BE FILLED OUT BY APPLICANT (PLEASE PRINT CLEARLY)

BUYER'S First Name	Last	Birth date	Age	Home Phone	E-mail address
Annette	Suggs				
Current mailing address	City	State	Zip	Social Security #	
Employer		Position	How long (yrs/mos)	Work Phone	

YOU, THE BUYER, MAY CANCEL THIS AGREEMENT BY MIDNIGHT OF SCHOOL'S THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT, AND SUCH CANCELLATION MUST BE IN WRITING TO THE SCHOOL. IN THE EVENT THE SCHOOL CLOSES AND CEASES DOING BUSINESS, YOU ARE NO LONGER OBLIGATED TO MAKE PAYMENTS UNDER THIS AGREEMENT.

TO BE FILLED OUT BY SCHOOL EMPLOYEE

Today's date is 02/02/08
Your agreement begins on 02/02/08, and expires on degree black belt
Other students who may attend:

FIRST	LAST	DATE OF BIRTH

Buyer is a Student? (Circle One) Yes ☐ No ☒

Total Sales Price \$ 3649.00

Amount of Down Payment is \$ 3649.00

Remaining Balance to be Paid to ASF \$

WAIVER AND RELEASE OF LIABILITY: The School urges you and all students to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise class. All exercises, including the use of weights and use of any and all machinery, equipment, and apparatus designed for exercising shall be at the student's sole risk. Student understands that the agreement to use, or selection of exercise programs, methods and types of equipment shall be student's entire responsibility, and the School shall not be liable to student for any claims, demands, injuries, damages, or actions arising due to injury to student's person or property arising out of or in connection with the use by student of the services, facilities, and premises of the School. Student hereby holds the School, its officers, owners, agents and employees harmless from all claims which may be brought against them by student or on student's behalf for any such injuries or claims.

STUDENT'S SIGNATURE Annette Suggs

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES, WHICH THE BUYER/STUDENT COULD ASSERT AGAINST THE SCHOOL AS A RESULT OF THIS CONTRACT. RECOVERY BY THE BUYER/STUDENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE BUYER/STUDENT TO THE SCHOOL PURSUANT TO THIS CONTRACT.

DEFAULT AND LATE PAYMENT: Should you default on any payment obligation as called for in this agreement, the entire remaining balance shall be deemed due and payable upon demand, and you agree to pay allowable interest, and all cost of collection, including, but not limited to, collection agency fees, court costs and attorneys' fees. Should any monthly payment become more than 10 days past due, you will be charged a late fee to cover additional administrative expenses and other expenses related to obtaining your payment. A fee will be charged for all returned payments.

YOUR PAYMENT SCHEDULE WILL BE:

Payments due each Month	Number of Monthly Payments	Amount of Monthly Payments	First Payment Due Date-ASF Collects
3	1	\$3649.00	2-3-08

CANCELLATION: If by reason of death or permanent disability, the buyer is unable to continue the agreement, the buyer or buyer's estate shall be relieved from the obligations of this contract, and if buyer has prepaid any sum, that amount shall be promptly refunded. Should student(s) permanently move their residence more than 25 miles from an affiliated area, payment on this agreement will be suspended upon payment of an appropriate cancellation fee of \$50.00 and legitimate verification of the move. The buyer may cancel this contract if the health club facility operated by the seller is moved to a location that is more than five (5) miles away from the 14598 Clay Terrace Boulevard, Suite 160, Carmel, IN 46032 address and that the services are no longer available as provided in the contract because of the seller's permanent discontinuance of operation. Student agrees to follow school rules as promulgated from time to time. Violation of these rules may be the cause for suspension or cancellation of membership.

School Representative [Signature]

Buyer's Signature Annette Suggs

Member's Signature (if different from buyer)

I elect to pay my monthly installment payments by Electronic Funds Transfer (EFT). I understand and agree that should I discontinue this payment method, a \$20.00 fee will be added to each monthly installment to cover the costs of processing and handling.

This form of payment, if discontinued, does not constitute a termination or

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THE TIME

ASF INTERNATIONAL EFT AUTHORIZATION

I, Annette Suggs, authorize my bank to make my payment by the method indicated below and post it to my account.

☐ Checking (Must attach voided check.) or ☐ Savings (Must attach deposit slip.) or
☐ Visa ☒ MasterCard ☐ American Express ☐ Discover

Number of payments 1, Amount of payment \$ 3649.00, 1st due date 2-3-08

Bank Name

Bank Phone #

Bank Address/City/State/Zip

Authorized Signature Annette Suggs

Date

640 Plaza Drive, Suite 300, Highlands Ranch, CO 80129 / 303 986 9563 / 800 525 8967 / Fax 303 980 8006 / www.myasfaccount.com

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SCHOOL #7417 ☒ New ☐ Renewal ☐ Replacement/Upgrade

Programs offered: ☒ Black Belt Club ☐ Leadership ☐ XMA

Membership Agreement

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(A) BUYER INFORMATION ONLY - TO BE FILLED OUT BY APPLICANT (PLEASE PRINT CLEARLY)

BUYER'S First Name REBECCA	Last OGLE	Birth date	Age	Home Phone	E-mail address
Current mailing address [REDACTED]		City	State	Zip	Social Security #
Employer [REDACTED]	Position	How long (yrs/mos)	Work Phone		

YOU, THE BUYER, MAY CANCEL THIS AGREEMENT BY MIDNIGHT OF SCHOOL'S THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT, AND SUCH CANCELLATION MUST BE IN WRITING TO THE SCHOOL. IN THE EVENT THE SCHOOL CLOSES AND CEASES DOING BUSINESS, YOU ARE NO LONGER OBLIGATED TO MAKE PAYMENTS UNDER THIS AGREEMENT.

(B) TO BE FILLED OUT BY SCHOOL EMPLOYEE

- Today's date is 1/13/08
- Your agreement begins on 1/13/08 and expires on 1ST DEGREE BLACK BELT - 1ST PERSON
- Other students who may attend:
FIRST [REDACTED] LAST [REDACTED] DATE OF BIRTH [REDACTED]
- Buyer is a Student? (Circle One) ☒ Yes ☐ No
- Total Sales Price \$ 5356.80
- Amount of Down Payment is \$ 5356.80
- Remaining Balance to be Paid to ASF \$ —

WAIVER AND RELEASE OF LIABILITY: The School urges you and all students to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise class. All exercises, including the use of weights and use of any and all machinery, equipment, and apparatus designed for exercising shall be at the student's sole risk. Student understands that the agreement to use, or selection of exercise programs, methods and types of equipment shall be student's entire responsibility, and the School shall not be liable to student for any claims, demands, injuries, damages, or actions arising due to injury to student's person or property arising out of or in connection with the use by student of the services, facilities, and premises of the School. Student hereby holds the School, its officers, owners, agents and employees harmless from all claims which may be brought against them by student or on student's behalf for any such injuries or claims.

STUDENT'S SIGNATURE Rebecca Ogle
ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES, WHICH THE BUYER/STUDENT COULD ASSERT AGAINST THE SCHOOL AS A RESULT OF THIS CONTRACT. RECOVERY BY THE BUYER/STUDENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE BUYER/STUDENT TO THE SCHOOL PURSUANT TO THIS CONTRACT.

YOUR PAYMENT SCHEDULE WILL BE:

When Payments are due each Month	Number of Monthly Payments	Amount of Monthly Payments	First Payment Due Date-ASF Collects
<u>13th</u>	<u>1</u>	<u>\$ 5356.80</u>	<u>—</u>

DEFAULT AND LATE PAYMENT: Should you default on any payment obligation as called for in this agreement, the entire remaining balance shall be deemed due and payable upon demand, and you agree to pay allowable interest, and all cost of collection, including, but not limited to, collection agency fees, court costs and attorneys' fees. Should any monthly payment become more than 10 days past due, you will be charged a late fee to cover additional administrative expenses and other expenses related to obtaining your payment. A fee will be charged for all returned payments.

CANCELLATION: If by reason of death or permanent disability, the buyer is unable to continue the agreement, the buyer or buyer's estate shall be relieved from the obligations of this contract, and if buyer has prepaid any sum, that amount shall be promptly refunded. Should student(s) permanently move their residence more than 25 miles from an affiliated area, payment on this agreement will be suspended upon payment of an appropriate cancellation fee of \$50.00 and legitimate verification of the move. The buyer may cancel this contract if the health club facility operated by the seller is moved to a location that is more than five (5) miles away from the 14598 Clay Terrace Boulevard, Suite 160, Carmel, IN 46032 address and that the services are no longer available as provided in the contract because of the seller's permanent discontinuance of operation. Student agrees to follow school rules as promulgated from time to time. Violation of these rules may be the cause for suspension or cancellation of membership.

School Representative [Signature]

Buyer's Signature [Signature]

Member's Signature (if different from buyer)

(C) I elect to pay my monthly installment payments by Electronic Funds Transfer (EFT). I understand and agree that should I discontinue this payment method, a \$20.00 fee will be added to each monthly installment to cover the costs of processing and handling.

This form of payment, if discontinued, does not release you from your payment obligation or membership.

ASF INTERNATIONAL EFT AUTHORIZATION

I, [Signature], authorize my bank to make my payment by the method indicated below and post it to my account.

☐ Checking (Must attach voided check.) or ☐ Savings (Must attach deposit slip.) or
☐ Visa ☐ MasterCard ☐ American Express ☐ Discover

Account #:

Routing # or Expiration Date (if Credit Card)

Number of payments

Amount of payment \$

1st due date

Bank Name

Bank Phone #

Bank Address/City/State/Zip

Authorized Signature [Signature]

Date

LIBERTY EXPRESS

NOV-06-2008 17:07

STATE'S
EXHIBIT

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640 Plaza Drive, Suite 300
Highlands Ranch, CO 80129
www.myasfaccount.com
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SCHOOL #7417 ☒ New ☐ Renewal ☐ Replacement/Upgrade

Programs offered: ☒ Black Belt Club ☐ Leadership ☐ XMA

Membership Agreement

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants with respect to any aspect of a credit transaction on the basis of race, color, religion, national origin, sex or marital status, or age (provided the applicant has the capacity to contract). The agency that administers compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

(A) BUYER INFORMATION ONLY - TO BE FILLED OUT BY APPLICANT (PLEASE PRINT CLEARLY)

BUYER'S First Name	Last	Birth date	Age	Home Phone	E-mail address
Courdes	Caballero				
Current mailing address	City	State	Zip	Social Security #	
Employer	Position	How long (yrs/mos)	Work Phone		

YOU, THE BUYER, MAY CANCEL THIS AGREEMENT BY MIDNIGHT OF SCHOOL'S THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT, AND SUCH CANCELLATION MUST BE IN WRITING TO THE SCHOOL. IN THE EVENT THE SCHOOL CLOSES AND CEASES DOING BUSINESS, YOU ARE NO LONGER OBLIGATED TO MAKE PAYMENTS UNDER THIS AGREEMENT.

(B) TO BE FILLED OUT BY SCHOOL EMPLOYEE

1. Today's date is 04/01/08
2. Your agreement begins on 04/01/08, and expires on

1st Degree black belt

3. Other students who may attend:

FIRST

LAST

DATE OF BIRTH

4. Buyer is a Student? (Circle One) Yes ☒ No ☐

5. Total Sales Price \$ 3649.00

6. Amount of Down Payment is \$ 3649.00

7. Remaining Balance to be Paid to ASF \$

WAIVER AND RELEASE OF LIABILITY: The School urges you and all students to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise class. All exercises, including the use of weights and use of any and all machinery, equipment, and apparatus designed for exercising shall be at the student's sole risk. Student understands that the agreement to use, or selection of exercise programs, methods and types of equipment shall be student's entire responsibility, and the School shall not be liable to student for any claims, demands, injuries, damages, or actions arising due to injury to student's person or property arising out of or in connection with the use by student of the services, facilities, and premises of the School. Student hereby holds the School, its officers, owners, agents and employees harmless from all claims which may be brought against them by student or on student's behalf for any such injuries or claims.

STUDENT'S SIGNATURE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES, WHICH THE BUYER/STUDENT COULD ASSERT AGAINST THE SCHOOL AS A RESULT OF THIS CONTRACT. RECOVERY BY THE BUYER/STUDENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE BUYER/STUDENT TO THE SCHOOL PURSUANT TO THIS CONTRACT.

YOUR PAYMENT SCHEDULE WILL BE:

When Payments are due each Month	Number of Monthly Payments	Amount of Monthly Payments	First Payment Due Date-ASF Collects
	1	3600.00	

DEFAULT AND LATE PAYMENT: Should you default on any payment obligation as called for in this agreement, the entire remaining balance shall be deemed due and payable upon demand, and you agree to pay allowable interest, and all cost of collection, including but not limited to, collection agency fees, court costs and attorneys' fees. Should any monthly payment become more than 10 days past due, you will be charged a late fee to cover additional administrative expenses and other expenses related to obtaining your payment. A fee will be charged for all returned payments.

CANCELLATION: If by reason of death or permanent disability, the buyer is unable to continue the agreement, the buyer or buyer's estate shall be relieved from the obligations of this contract, and if buyer has prepaid any sum, that amount shall be promptly refunded. Should student(s) permanently move their residence more than 25 miles from an affiliated area, payment on this agreement will be suspended upon payment of an appropriate cancellation fee of \$50.00 and legitimate verification of the move. The buyer may cancel this contract if the health club facility operated by the seller is moved to a location that is more than five (5) miles away from the 14598 Clay Terrace Boulevard, Suite 160, Carmel, IN 46032 address and that the services are no longer available as provided in the contract because of the seller's permanent discontinuance of operation. Student agrees to follow school rules as promulgated from time to time. Violation of these rules may be the cause for suspension or cancellation of membership.

School Representative

Buyer's Signature

Member's Signature (if different from buyer)

(C) I elect to pay my monthly installment payments by Electronic Funds Transfer (EFT). I understand and agree that should I discontinue this payment method, a \$20.00 fee will be added to each monthly installment to cover the costs of processing and handling.

This form of payment, if discontinued, does not release you from your payment obligation or

ASF INTERNATIONAL EFT AUTHORIZATION

I, _____, authorize my bank to make my payment by the method indicated below and post it to my account.

☐ Checking (Must attach voided check.) or ☐ Savings (Must attach deposit slip.) or
☐ Visa ☐ MasterCard ☐ American Express ☐ Discover

Account #:

Routing # or Expiration Date (if Credit Card)

Number of payments

Amount of payment \$

1st due date

Bank Name

Bank Phone #

Bank Address/City/State/Zip

Authorized Signature

Date

STATE'S
EXHIBIT

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TITLED TO A
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LIBERTY EXPRESS

NOV-06-2008 17:08



640 Plaza Drive, Suite 300
Highlands Ranch, CO 80129
www.myasfacecount.com
1-800-525-8967

SCHOOL #7417 ☐ New ☐ Renewal ☒ Replacement/Upgrade

Programs offered: ☐ Black Belt Club ☒ Leadership ☐ XMA

Membership Agreement

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants with respect to any aspect of a credit transaction on the basis of race, color, religion, national origin, sex or marital status, or age (provided the applicant has the capacity to contract). The agency that administers compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

A) BUYER INFORMATION ONLY - TO BE FILLED OUT BY APPLICANT (PLEASE PRINT CLEARLY)

BUYER'S First Name <u>Paul</u>	Last <u>Asbourne</u>	Birth date <u>09/30/107</u>	Age <u>15</u>	Home Phone <u>() () ()</u>	E-mail address <u></u>
Current mailing address <u>[REDACTED]</u>		State <u>CO</u>	Zip <u>80129</u>	Social Security # <u>[REDACTED]</u>	
Employer <u>[REDACTED]</u>	Position <u>[REDACTED]</u>	How long (yrs/mos) <u>() ()</u>	Work Phone <u>[REDACTED]</u>		

YOU, THE BUYER, MAY CANCEL THIS AGREEMENT BY MIDNIGHT OF SCHOOL'S THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT, AND SUCH CANCELLATION MUST BE IN WRITING TO THE SCHOOL. IN THE EVENT THE SCHOOL CLOSES AND CEASES DOING BUSINESS, YOU ARE NO LONGER OBLIGATED TO MAKE PAYMENTS UNDER THIS AGREEMENT.

B) TO BE FILLED OUT BY SCHOOL EMPLOYEE

Today's date is 09/30/107
Your agreement begins on 09/30/107, and expires on 1st Degree Black Belt
Other students who may attend:

FIRST	LAST	DATE OF BIRTH
[REDACTED]	[REDACTED]	[REDACTED]

Buyer is a Student? (Circle One) Yes No

Total Sales Price \$ 2355

Amount of Down Payment \$ 2355

Remaining Balance to be Paid to ASF \$ 0

YOUR PAYMENT SCHEDULE WILL BE:

Payments due each Month	Number of Monthly Payments	Amount of Monthly Payments	First Payment Due Date ASF Collects
1	1	\$2355	9/30/07

CANCELLATION: If by reason of death or permanent disability, the buyer is unable to continue the agreement, the buyer or buyer's estate shall be relieved from the obligations of this contract, and if buyer has prepaid any sum, that amount shall be promptly refunded. Should student(s) permanently move their residence more than 25 miles from an affiliated area, payment on this agreement shall be suspended upon payment of an appropriate cancellation fee of \$50.00 and legitimate verification of the move. The buyer may cancel this contract if the health club facility operated by the seller is moved to a location that is more than five (5) miles away from 14598 Claymonte Boulevard, Suite 300, Highlands Ranch, CO 80129 address and that the services are no longer available as provided in the contract. Violation of these rules may be grounds for suspension or cancellation of membership.

School Representative: [REDACTED] Buyer's Signature: [REDACTED] Member's Signature (if different from buyer): [REDACTED]

I elect to pay my monthly installment payments by Electronic Funds Transfer (EFT). I understand and agree that should I discontinue this payment method, a \$20.00 fee will be added to my monthly installment to cover the costs of stopping and handling.

Does not apply to:

STATE'S EXHIBIT E (11)

ASF INTERNATIONAL EFT AUTHORIZATION

I authorize my bank to make my payment by the method indicated below and deposit to my account:

☒ Checking (Must attach voided check) or ☐ Savings (Must attach deposit slip) or ☐ Visa ☐ MasterCard ☐ American Express ☐ Discover

Number of payments: 1 Amount of payment: \$ 2355 1st due date: 9/30/07

Bank Name: Chase Bank Phone # [REDACTED]

Bank Address: [REDACTED] Authorized Signature: [REDACTED]

Date: 9/30/07



640 Plaza Drive, Suite 300
Highlands Ranch, CO 80129
www.myasfacecount.com
1-800-525-8967

SCHOOL#7417 ☒ New ☐ Renewal ☐ Replacement/Upgrade

Programs offered: ☒ Black Belt Club ☐ Leadership ☐ XMA

Membership Agreement

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(A) BUYER INFORMATION ONLY - TO BE FILLED OUT BY APPLICANT (PLEASE PRINT CLEARLY)

BUYER'S First Name	Last	Birth date	Age	Home Phone	E-mail address
ANNE	OSBORNE				
Current mailing address	City	State	Zip	Social Security #	
Employer	Position	How long (yrs/mos)	Work Phone		

YOU, THE BUYER, MAY CANCEL THIS AGREEMENT BY MIDNIGHT OF SCHOOL'S THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT, AND SUCH CANCELLATION MUST BE IN WRITING TO THE SCHOOL. IN THE EVENT THE SCHOOL CLOSES AND CEASES DOING BUSINESS, YOU ARE NO LONGER OBLIGATED TO MAKE PAYMENTS UNDER THIS AGREEMENT.

(B) TO BE FILLED OUT BY SCHOOL EMPLOYEE

- Today's date is 7/23/07
- Your agreement begins on 7/23/07, and expires on 14 DEGREE BLACK BELT - 1ST PERSON
- Other students who may attend:

FIRST	LAST	DATE OF BIRTH

Buyer is a Student? (Circle One) ☒ Yes ☐ No
Total Sales Price \$ \$139.00
Amount of Down Payment is \$ \$139.00
Remaining Balance to be Paid to ASF \$ \$139.00

YOUR PAYMENT SCHEDULE WILL BE:

When Payments due each Month	Number of Monthly Payments	Amount of Monthly Payments	First Payment Due Date ASF Collects
23rd	1	\$139.00	7/23/07

CANCELLATION: If by reason of death or permanent disability, the buyer is unable to continue the agreement, the buyer or buyer's estate shall be relieved from the obligations of this contract, and if a buyer has prepaid any sum, that amount shall be promptly refunded. Should student(s) permanently move their residence more than 25 miles from an affiliated area, payment on this agreement will be suspended upon payment of an appropriate cancellation fee of \$50.00 and legitimate verification of the move. The buyer may nullify this contract if the health club facility operated by the seller is moved to a location that is more than five (5) miles away from 14598 Clay Terrace Boulevard, Suite 160, Carmel, IN 46032 address and that the services are no longer available as provided in this contract because of the seller's permanent discontinuance of operation. Student agrees to follow school rules as promulgated from time to time. Violation of these rules may be the cause for suspension or cancellation of membership.

School Representative: ANNE OSBORNE Buyer's Signature: ANNE OSBORNE Member's Signature (if different from buyer):

Select to pay my monthly installment by Electronic Funds Transfer (EFT). I understand and agree that should I discontinue this payment method, a \$20.00 fee will be added to my monthly installment to cover the costs of processing and handling.

ASF INTERNATIONAL EFT AUTHORIZATION

I, ANNE OSBORNE, authorize my bank to make my payment by the method indicated below and post it to my account.

☒ Checking (Must attach voided check) or ☐ Savings (Must attach deposit slip) or ☐ Visa ☐ MasterCard ☐ American Express ☐ Discover

Does not (one-time)	Amount of payment \$ <u>\$139.00</u>	1st due date <u>7/23/07</u>
Bank Name <u>CITIBANK</u>	Bank Phone #	
Bank Address (City/State/Zip)	Authorized Signature <u>ANNE OSBORNE</u> Date <u>7/23/07</u>	

STATE'S
EXHIBIT

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640 Plaza Drive, Suite 300
Highlands Ranch, CO 80129
www.myasfaccount.com
1-800-525-8967

SCHOOL#7417 ☒ Renewal ☐ Replacement/Upgrade
Programs offered: ☒ Black Belt Club ☐ Leadership ☐ XMA

Membership Agreement

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A) BUYER INFORMATION ONLY - TO BE FILLED OUT BY APPLICANT (PLEASE PRINT CLEARLY)

BUYER'S First Name	Last	Birth date	Age	Home Phone	E-mail address
CONNIE	J. MORLEY				
Current mailing address		City	State	Zip	Social Security #
Employer	Position	How long	Work Phone		
		(yrs/mos)	()		

YOU, THE BUYER, MAY CANCEL THIS AGREEMENT BY MIDNIGHT OF SCHOOL'S THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT, AND SUCH CANCELLATION MUST BE IN WRITING TO THE SCHOOL. IN THE EVENT THE SCHOOL CLOSES AND CEASES DOING BUSINESS, YOU ARE NO LONGER OBLIGATED TO MAKE PAYMENTS UNDER THIS AGREEMENT.

B) TO BE FILLED OUT BY SCHOOL EMPLOYEE

Today's date is 8/21/08
Your agreement begins on 8/21/08, and expires on 1ST DEGREE BLACK BELT
Other students who may attend:

FIRST	LAST	DATE OF BIRTH

Buyer is a Student? (Circle One) Yes ☒ No
Total Sales Price \$ 3649.00
Amount of Down Payment is \$ 49.00
Remaining Balance to be Paid to ASF \$ 3649.00

YOUR PAYMENT SCHEDULE WILL BE:

When Payments due each Month	Number of Monthly Payments	Amount of Monthly Payments	First Payment Due Date-ASF Collects
21	1	\$3649.00	8/21/08

WAIVER AND RELEASE OF LIABILITY: The School urges you and all students to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise class. All exercises, including the use of weights and use of any and all machinery, equipment, and apparatus designed for exercising shall be at the student's sole risk. Student understands that the agreement to use, or selection of exercise programs, methods and types of equipment shall be student's entire responsibility, and the School shall not be liable to student for any claims, demands, injuries, damages, or actions arising due to injury to student's person or property arising out of or in connection with the use by student of the services, facilities, and premises of the School. Student hereby holds the School, its officers, owners, agents and employees harmless from all claims which may be brought against them by student or on student's behalf for any such injuries or claims.

X STUDENT'S SIGNATURE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES, WHICH THE BUYER/STUDENT COULD ASSERT AGAINST THE SCHOOL AS A RESULT OF THIS CONTRACT. RECOVERY BY THE BUYER/STUDENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE BUYER/STUDENT TO THE SCHOOL PURSUANT TO THIS CONTRACT.

DEFAULT AND LATE PAYMENT: Should you default on any payment obligation as called for in this agreement, the entire remaining balance shall be deemed due and payable upon demand, and you agree to pay allowable interest, and all cost of collection, including, but not limited to, collection agency fees, court costs and attorneys' fees. Should any monthly payment become more than 10 days past due, you will be charged a late fee to cover additional administrative expenses and other expenses related to obtaining your payment. A fee will be charged for all returned payments.

CANCELLATION: If by reason of death or permanent disability, the buyer is unable to continue the agreement, the buyer or buyer's estate shall be relieved from the obligations of this contract, and if buyer has prepaid any sum, that amount shall be promptly refunded. Should student(s) permanently move their residence more than 25 miles from an affiliated area, payment on this agreement will be suspended upon payment of an appropriate cancellation fee of \$50.00 and legitimate verification of the move. The buyer may cancel this contract if the health club facility operated by the seller is moved to a location that is more than five (5) miles away from the 14598 Clay Terrace Boulevard, Suite 160, Carmel, IN 46032 address and that the services are no longer available as provided in the contract because of the seller's permanent discontinuance of operation. Student agrees to follow school rules as promulgated from me to time. Violation of these rules may be the cause for suspension or cancellation of membership.

School Representative _____ Buyer's Signature _____ Member's Signature (if different from buyer) _____

I elect to pay my monthly installment payments by Electronic Funds Transfer (EFT). I understand and agree that should I discontinue this payment method, a \$20.00 fee will be added to each monthly installment to cover the costs of processing and handling.

I, does not
ation or
ED TO A
THE TIME

ASF INTERNATIONAL EFT AUTHORIZATION
I, CONNIE J. MORLEY, authorize my bank to make my payment by the method indicated below and post it to my account.

☐ Checking (Must attach voided check.) or ☐ Savings (Must attach deposit slip.) or
☐ Visa ☒ MasterCard ☐ American Express ☐ Discover

Number of payments 1, Amount of payment \$ 3649.00, 1st due date 8/21/08

Bank Name

Bank Phone #

Bank Address/City/State/Zip

Authorized Signature

Date 8/21/08

STATE'S
EXHIBIT

E. M. U. T.



640 Plaza Drive, Suite 300
Highlands Ranch, CO 80129
www.myasfaccount.com
1-800-525-8967

SCHOOL#7417 ☐ New ☐ Renewal ☐ Replacement/Upgrade

Programs offered: ☐ Black Belt Club ☐ Leadership ☐ XMA

Membership Agreement

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(A) BUYER INFORMATION ONLY - TO BE FILLED OUT BY APPLICANT (PLEASE PRINT CLEARLY)

BUYER'S First Name	Last	Birth date	Age	Home Phone	E-mail address
Current mailing address		City	State	Zip	Social Security #
Employer	Position	How long (yrs/mos)	Work Phone		

YOU, THE BUYER, MAY CANCEL THIS AGREEMENT BY MIDNIGHT OF SCHOOL'S THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT, AND SUCH CANCELLATION MUST BE IN WRITING TO THE SCHOOL. IN THE EVENT THE SCHOOL CLOSES AND CEASES DOING BUSINESS, YOU ARE NO LONGER OBLIGATED TO MAKE PAYMENTS UNDER THIS AGREEMENT.

(B) TO BE FILLED OUT BY SCHOOL EMPLOYEE

- Today's date is 11/21/08
- Your agreement begins on 11/21/08, and expires on 11/21/09
- Other students who may attend:

FIRST	LAST	DATE OF BIRTH

4. Buyer is a Student? (Circle One) Yes No

5. Total Sales Price \$ 300.00

6. Amount of Down Payment is \$ 30.00

7. Remaining Balance to be Paid to ASF \$ 270.00

YOUR PAYMENT SCHEDULE WILL BE:

When Payments are due each Month	Number of Monthly Payments	Amount of Monthly Payments	First Payment Due Date-ASF Collects
		\$ <u>30.00</u>	<u>11/21/08</u>

WAIVER AND RELEASE OF LIABILITY: The School urges you and all students to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise class. All exercises, including the use of weights and use of any and all machinery, equipment, and apparatus designed for exercising shall be at the student's sole risk. Student understands that the agreement to use, or selection of exercise programs, methods and types of equipment shall be student's entire responsibility, and the School shall not be liable to student for any claims, demands, injuries, damages, or actions arising due to injury to student's person or property arising out of or in connection with the use by student of the services, facilities, and premises of the School. Student hereby holds the School, its officers, owners, agents and employees harmless from all claims which may be brought against them by student or on student's behalf for any such injuries or claims.

STUDENT'S SIGNATURE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES, WHICH THE BUYER/STUDENT COULD ASSERT AGAINST THE SCHOOL AS A RESULT OF THIS CONTRACT. RECOVERY BY THE BUYER/STUDENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE BUYER/STUDENT TO THE SCHOOL PURSUANT TO THIS CONTRACT.

DEFAULT AND LATE PAYMENT: Should you default on any payment obligation as called for in this agreement, the entire remaining balance shall be deemed due and payable upon demand, and you agree to pay allowable interest, and all cost of collection, including, but not limited to, collection agency fees, court costs and attorneys' fees. Should any monthly payment become more than 10 days past due, you will be charged a late fee to cover additional administrative expenses and other expenses related to obtaining your payment. A fee will be charged for all returned payments.

CANCELLATION: If by reason of death or permanent disability, the buyer is unable to continue the agreement, the buyer or buyer's estate shall be relieved from the obligations of this contract, and if buyer has prepaid any sum, that amount shall be promptly refunded. Should student(s) permanently move their residence more than 25 miles from an affiliated area, payment on this agreement will be suspended upon payment of an appropriate cancellation fee of \$50.00 and legitimate verification of the move. The buyer may cancel this contract if the health club facility operated by the seller is moved to a location that is more than five (5) miles away from the 14598 Clay Terrace Boulevard, Suite 160, Carmel, IN 46032 address and that the services are no longer available as provided in the contract because of the seller's permanent discontinuance of operation. Student agrees to follow school rules as promulgated from time to time. Violation of these rules may be the cause for suspension or cancellation of membership.

School Representative

Buyer's Signature

Member's Signature (if different from buyer)

C) I elect to pay my monthly installment payments by Electronic Funds Transfer (EFT). I understand and agree that should I discontinue this payment method, a \$20.00 fee will be added to each monthly installment to cover the costs of processing and handling.

This form of payment, if discontinued, does not release you from your payment obligation or membership contract.

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ASF INTERNATIONAL EFT AUTHORIZATION

I, Mike Cooney, authorize my bank to make my payment by the method indicated below and post it to my account.

☐ Checking (Must attach voided check.) or ☐ Savings (Must attach deposit slip.) or
☐ Visa ☐ MasterCard ☐ American Express ☐ Discover

Account #: 1234567890123456 Routing # or Expiration Date (If Credit Card) 12345678

Number of payments 12, Amount of payment \$ 30.00, 1st due date 11/21/08

Bank Name Bank of America Bank Phone # 1234567890

Bank Address/City/State/Zip 1234567890

Authorized Signature

Date

STATE'S
EXHIBIT

E (VV)

SCOTT SMITH 08-07
LYNN SMITH

20-1421
740
752676080

1036

DATE 10/27/07

PAY TO THE ORDER OF Champion Martial Arts \$ 443 ⁴⁰/₁₀₀

Four hundred forty three dollars + 40/100 DOLLARS

MEMO GRADUATIONS Lynn Smith

066 1547 01
Processing Date: N/A

SCOTT SMITH 08-07
LYNN SMITH

20-1421
740
752676080

1032

DATE 10/5/07

PAY TO THE ORDER OF Champion Martial Arts \$ 3393.57

Three Thousand Three Hundred Ninety three ⁵⁷/₁₀₀ DOLLARS

MEMO Scott A. S

066 3835 01
10052042
01499962

PAY TO THE ORDER OF
OLD NATIONAL BANK
CARMEL, IN 46032
08630012
FOR DEPOSIT ONLY
CHAMPION MARTIAL ARTS
OF CARMEL, INC.
11800241

STATE'S
EXHIBIT
E (www)

ge.ba



640 Plaza Drive, Suite 300
Highlands Ranch, CO 80129
www.myasfaccount.com
1-800-525-8967

SCHOOL#7417 ☒ New ☐ Renewal ☐ Replacement/Upgrade
Programs offered: ☒ Black Belt Club ☐ Leadership ☐ XMA

Membership Agreement

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(A) BUYER INFORMATION ONLY - TO BE FILLED OUT BY APPLICANT (PLEASE PRINT CLEARLY)

BUYER'S First Name <u>Noel</u>	Last Name <u>Paul</u>	Birth date	Age	Home Phone	E-mail address
Current mailing address		City	State	Zip	
Employer	Position	How long (yrs/mos)	Work Phone		

YOU, THE BUYER, MAY CANCEL THIS AGREEMENT BY MIDNIGHT OF SCHOOL'S THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT, AND SUCH CANCELLATION MUST BE IN WRITING TO THE SCHOOL. IN THE EVENT THE SCHOOL CLOSES AND CEASES DOING BUSINESS, YOU ARE NO LONGER OBLIGATED TO MAKE PAYMENTS UNDER THIS AGREEMENT.

(B) TO BE FILLED OUT BY SCHOOL EMPLOYEE

- Today's date is 05/09/08
- Your agreement begins on 05/09/08, and expires on 1st degree Black belt
- Other students who may attend:

FIRST	LAST	DATE OF BIRTH

4. Buyer is a Student? (Circle One) Yes ☐ No ☒

5. Total Sales Price \$ 4549.00

6. Amount of Down Payment is \$ 49.00

7. Remaining Balance to be Paid to ASF \$ 4300.00

WAIVER AND RELEASE OF LIABILITY: The School urges you and all students to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise class. All exercises, including the use of weights and use of any and all machinery, equipment, and apparatus designed for exercising shall be at the student's sole risk. Student understands that the agreement to use, or selection of exercise programs, methods and types of equipment shall be student's entire responsibility, and the School shall not be liable to student for any claims, demands, injuries, damages, or actions arising due to injury to student's person or property arising out of or in connection with the use by student of the services, facilities, and premises of the School. Student hereby holds the School, its officers, owners, agents and employees harmless from all claims which may be brought against them by student or on student's behalf for any such injuries or claims.

STUDENT'S SIGNATURE [Signature]

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES, WHICH THE BUYER/STUDENT COULD ASSERT AGAINST THE SCHOOL AS A RESULT OF THIS CONTRACT. RECOVERY BY THE BUYER/STUDENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE BUYER/STUDENT TO THE SCHOOL, PURSUANT TO THIS CONTRACT.

YOUR PAYMENT SCHEDULE WILL BE:

When Payments are due each Month	Number of Monthly Payments	Amount of Monthly Payments	First Payment Due Date-ASF Collects
<u>15th</u>	<u>36</u>	<u>125.00</u>	<u>05-15-08</u>

DEFAULT AND LATE PAYMENT: Should you default on any payment obligation as called for in this agreement, the entire remaining balance shall be deemed due and payable upon demand, and you agree to pay allowable interest, and all cost of collection, including, but not limited to, collection agency fees, court costs and attorneys' fees. Should any monthly payment become more than 10 days past due, you will be charged a late fee to cover additional administrative expenses and other expenses related to obtaining your payment. A fee will be charged for all returned payments.

CANCELLATION: If by reason of death or permanent disability, the buyer is unable to continue the agreement, the buyer or buyer's estate shall be relieved from the obligations of this contract, and if buyer has prepaid any sum, that amount shall be promptly refunded. Should student(s) permanently move their residence more than 25 miles from an affiliated area, payment on this agreement will be suspended upon payment of an appropriate cancellation fee of \$50.00 and legitimate verification of the move. The buyer may cancel this contract if the health club facility operated by the seller is moved to a location that is more than five (5) miles away from the 14598 Clay Terrace Boulevard, Suite 160, Carmel, IN 46032 address and that the services are no longer available as provided in the contract because of the seller's permanent discontinuance of operation. Student agrees to follow school rules as promulgated from time to time. Violation of these rules may be the cause for suspension or cancellation of membership.

School Representative [Signature]

Buyer's Signature [Signature]

Member's Signature (if different from buyer)

(C) I elect to pay my monthly installment payments by Electronic Funds Transfer (EFT). I understand and agree that should I discontinue this payment method, a \$20.00 fee will be added to each monthly installment to cover the costs of processing and handling.

This form of payment, if discontinued, does not constitute a

ASF INTERNATIONAL EFT AUTHORIZATION

I, Noel Paul, authorize my bank to make my payment by the method indicated below and post it to my account.

☐ Checking (Must attach voided check.) or ☐ Savings (Must attach deposit slip.) or
☒ Visa ☐ MasterCard ☐ American Express ☐ Discover

Number of payments 36, Amount of payment \$ 125.00, 1st due date 05-15-08

Bank Name _____ Bank Phone # _____

Bank Address/City/State/Zip _____

Authorized Signature [Signature]

STATE'S
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LIBERTY EXPRESS

NOV-06-2008 17:18



640 Plaza Drive, Suite 300
Highlands Ranch, CO 80129
www.myasfaccount.com
1-800-525-8967

SCHOOL #7417 ☒ New ☐ Renewal ☐ Replacement/Upgrade

Programs offered: ☒ Black Belt Club ☐ Leadership ☐ XMA

Membership Agreement

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants with respect to any aspect of a credit transaction on the basis of race, color, religion, national origin, sex or marital status, or age (provided the applicant has the capacity to contract). The agency that administers compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

(A) BUYER INFORMATION ONLY - TO BE FILLED OUT BY APPLICANT (PLEASE PRINT CLEARLY)

BUYER'S First Name <u>CHRISTOPHER</u>	Last <u>UNKNOWN</u>	Birth date	Age	Home Phone	E-mail address
Current mailing address		City	State	Zip	Social Security #
Employer		Position	How long (yrs/mos)	Work Phone	

YOU, THE BUYER, MAY CANCEL THIS AGREEMENT BY MIDNIGHT OF SCHOOL'S THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT, AND SUCH CANCELLATION MUST BE IN WRITING TO THE SCHOOL. IN THE EVENT THE SCHOOL CLOSES AND CEASES DOING BUSINESS, YOU ARE NO LONGER OBLIGATED TO MAKE PAYMENTS UNDER THIS AGREEMENT.

(B) TO BE FILLED OUT BY SCHOOL EMPLOYEE

- Today's date is 8/16/08
- Your agreement begins on 8/16/08, and expires on 12/15/08 BLACK BELT - 1st PERSON
- Other students who may attend:

FIRST	LAST	DATE OF BIRTH
<u>[REDACTED]</u>	<u>[REDACTED]</u>	<u>[REDACTED]</u>

- Buyer is a Student? (Circle One) (Yes) No
- Total Sales Price \$ 7799.00
- Amount of Down Payment is \$ 99.00
- Remaining Balance to be Paid to ASF \$ 7700.00

YOUR PAYMENT SCHEDULE WILL BE:

When Payments are due each Month	Number of Monthly Payments	Amount of Monthly Payments	First Payment Due Date-ASF Collects
<u>75th</u>	<u>36</u>	<u>200.00</u>	<u>check</u>

WAIVER AND RELEASE OF LIABILITY: The School urges you and all students to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise class. All exercises, including the use of weights and use of any and all machinery, equipment, and apparatus designed for exercising shall be at the student's sole risk. Student understands that the agreement to use, or selection of exercise programs, methods and types of equipment shall be student's entire responsibility, and the School shall not be liable to student for any claims, demands, injuries, damages, or actions arising due to injury to student's person or property arising out of or in connection with the use by student of the services, facilities, and premises of the School. Student hereby holds the School, its officers, owners, agents and employees harmless from all claims which may be brought against them by student or on student's behalf for any such injuries or claims.

STUDENT'S SIGNATURE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES, WHICH THE BUYER/STUDENT COULD ASSERT AGAINST THE SCHOOL AS A RESULT OF THIS CONTRACT. RECOVERY BY THE BUYER/STUDENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE BUYER/STUDENT TO THE SCHOOL PURSUANT TO THIS CONTRACT.

DEFAULT AND LATE PAYMENT: Should you default on any payment obligation as called for in this agreement, the entire remaining balance shall be deemed due and payable upon demand, and you agree to pay allowable interest, and all cost of collection, including, but not limited to, collection agency fees, court costs and attorneys' fees. Should any monthly payment become more than 10 days past due, you will be charged a late fee to cover additional administrative expenses and other expenses related to obtaining your payment. A fee will be charged for all returned payments.

CANCELLATION: If by reason of death or permanent disability, the buyer is unable to continue the agreement, the buyer or buyer's estate shall be relieved from the obligations of this contract, and if buyer has prepaid any sum, that amount shall be promptly refunded. Should student(s) permanently move their residence more than 25 miles from an affiliated area, payment on this agreement will be suspended upon payment of an appropriate cancellation fee of \$50.00 and legitimate verification of the move. The buyer may cancel this contract if the health club facility operated by the seller is moved to a location that is more than five (5) miles away from the 14598 Clay Terrace Boulevard, Suite 160, Carmel, IN 46032 address and that the services are no longer available as provided in the contract because of the seller's permanent discontinuance of operation. Student agrees to follow school rules as promulgated from time to time. Violation of these rules may be the cause for suspension or cancellation of membership.

School Representative <u>[Signature]</u>	Buyer's Signature <u>[Signature]</u>	Member's Signature (if different from buyer)
--	--------------------------------------	--

(C) I elect to pay my monthly installment payments by Electronic Funds Transfer (EFT). I understand and agree that should I discontinue this payment method, a \$20.00 fee will be added to each monthly installment to cover the costs of processing and handling.

This form of payment, if discontinued, does not release you from your payment obligation or

ASF INTERNATIONAL EFT AUTHORIZATION

I, CHRISTOPHER UNKNOWN, authorize my bank to make my payment by the method indicated below and post it to my account.

- ☐ Checking (Must attach voided check.) or ☐ Savings (Must attach deposit slip.) or
☐ Visa ☐ MasterCard ☐ American Express ☐ Discover

Number of payments 36, Amount of payment \$ 200.00, 1st due date 8/20/08

Bank Name [REDACTED] Bank Phone # [REDACTED]

Bank Address/City/State/Zip [REDACTED]

Authorized Signature [Signature] Date 8/16/08

640 Plaza Drive, Suite 300, Highlands Ranch, CO 80129 / 303 986 9563 / 800 525 8967 / Fax 303 980 8006 / www.myasfaccount.com

STATE'S
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THE TIME

ATTORNEY GENERAL OF INDIANA
CONSUMER PROTECTION



CONSUMER COMPLAINT FORM

Office of the Indiana Attorney General

To prevent delay, please be sure to complete both sides of this form in full. Please print clearly or type. **DO NOT** include your Social Security Number on this form or in any accompanying documents.

1. YOUR INFORMATION

☐ Mr. ☐ Mrs. ☐ Miss ☐ Ms. ☐ Dr.

Name Mike + Liz Stator

Address [REDACTED]

City [REDACTED] State [REDACTED]

ZIP [REDACTED] County [REDACTED]

Age ☐ 18-24 ☐ 25-34 ☐ 35-44 ☒ 45-54 ☐ 55-64 ☐ 65+

Phone [REDACTED] Day [REDACTED] Evening [REDACTED]

E-mail [REDACTED]

2. WHO IS YOUR COMPLAINT AGAINST?

Name/Firm Champion Martial Arts

Address at Clay Terrace

City Carroll State Ind

ZIP [REDACTED] County Hamilton

Phone () [REDACTED]

E-mail [REDACTED]

Person you dealt with Jonathan Stowe & Chris

3. WHEN DID TRANSACTION/INCIDENT OCCUR? Date [REDACTED] Time [REDACTED] AM ☐ PM ☐

4. WHERE DID THE TRANSACTION/INCIDENT YOU ARE COMPLAINING ABOUT TAKE PLACE? (Check box when applicable)

☒ At the firm's place of business ☐ By Mail

☐ My home ☐ By Internet/e-mail

☐ Away from the firm's place of business (work, convention, etc.) ☐ By telephone

☐ Other [REDACTED]

5. WHAT WAS THE VERY FIRST CONTACT BETWEEN YOU AND THE FIRM?

☐ I telephoned the firm ☐ I went to the firm's place of business

☐ I responded to a TV/radio ad ☐ I received a telephone call from the firm

☐ A person came to my home ☐ I responded to an offer on the Internet

☐ I received information by e-mail ☐ I responded to a printed advertisement

☒ I received information in the mail ☐ Other [REDACTED]

6. DO YOU CONSENT TO DISCLOSING THE FOLLOWING TO THE PUBLIC?

The nature and status of your complaint and the name of the firm? ☒ Yes ☐ No

Your name? ☐ Yes ☒ No

Your phone number? ☐ Yes ☒ No

7. WHAT WAS THE TRANSACTION FOR?

☐ My business

☒ My family/household

☐ My farm

8. HOW DID YOU PAY?

☐ Cash ☐ Credit Card ☐ Medicaid ☐ Private Insurance

☒ Check ☐ Installment Loan ☐ Medicare ☐ Other [REDACTED]

9. DID YOU SIGN ANY WRITTEN AGREEMENT? IF YES, PLEASE ATTACH A COPY OF THE AGREEMENT. ☒ Yes ☐ No

For Office Use Only:

Ind	Prac	PL	MO	NL	NJ	OA	Inv.	Sec	File #
									-CP-

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EXHIBIT

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10. HAVE YOU COMPLAINED TO THE BUSINESS? (Check box when applicable) ☒ Yes ☐ No

When? Several Times, Left Action taken? Messages, Received 1 call back from another store

11. WITH WHAT OTHER AGENCY HAVE YOU FILED THIS COMPLAINT?

When? _____ Action taken? _____

12. HAVE YOU CONTACTED A PRIVATE ATTORNEY?

☐ Yes ☒ No

13. HAVE YOU STARTED A COURT ACTION? IF YES, PLEASE ATTACH A COPY OF ALL COURT PAPERS.

☐ Yes ☒ No

14. HAVE YOU BEEN SUED OVER THIS ISSUE? IF YES, PLEASE ATTACH A COPY OF ALL COURT PAPERS.

☐ Yes ☒ No

15. DOLLAR AMOUNT ASSOCIATED WITH YOUR LOSS, IF ANY. \$ 41000

16. PLEASE DESCRIBE YOUR COMPLAINT IN DETAIL. (ATTACH ADDITIONAL PAGES IF NECESSARY)

Please attach a copy of all papers involved (order blank, warranty, credit card receipt and statement, invoice, contract or written agreement, advertisement, check, correspondence and all other related documents). Please print clearly or type. DO NOT INCLUDE YOUR SOCIAL SECURITY NUMBER.

My wife + I signed my son up with Chris at Champion Martial Arts a while ago to get a break if we sign up. THE son is Jonathan Stone, his brother is Scott. Basically what we were told was if we paid for 3 yrs of lessons (Black Belt program) up front about \$3500 we would get \$100/month back if our son finished early. He finished the program at 2 yrs. Exactlly we called to ask about the Refund Jonathan or Scott would not Return calls.

17. HOW WOULD YOU LIKE YOUR COMPLAINT RESOLVED?

Money Back

18. CONSENT AND VERIFICATION

I affirm, under the penalties for perjury, that the foregoing representations, and those in all attachments, are true. The information I have provided in this complaint form is based upon my personal knowledge. I consent to the release of any information to the Consumer Protection Division relating to this complaint. I understand that I should not include my Social Security Number in any information submitted to the Consumer Protection Division. If I do provide my Social Security Number, I expressly consent to the disclosure of my Social Security Number in accordance with Indiana Code § 4-1-10-5(2).

Mike Stetan

12-8-08

Your Signature

Date

WHAT WILL HAPPEN NOW? WHAT ELSE SHOULD YOU DO?

The Consumer Protection Division will send a copy of your complaint to the respondent firm or licensed professional. This office cannot disclose your complaint against a licensed professional to the public unless this office files a disciplinary action against the licensed professional. This office represents the State of Indiana and is limited in the remedies it can pursue. You may be entitled to compensation or other rights that we cannot pursue for you. In addition to filing this complaint, you may want to consider contacting a private attorney or your local small claims court.

MAIL COMPLETED FORMS TO:

Attorney General Steve Carter
Consumer Protection Division
Government Center South, 5th floor
302 West Washington Street
Indianapolis, IN 46204
PH: 317-232-6380 • FAX: 317-233-4393
www.IndianaConsumer.com

640 Plaza Drive, Suite 300
Highlands Ranch, CO 80129
www.myasfaccount.com
1-800-525-8967

SCHOOL#7417 ☐ New ☐ Renewal ☐ Replacement/Upgrade

Programs offered: ☐ Black Belt Club ☐ Leadership ☐ XMA

Membership Agreement

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants with respect to any aspect of a credit transaction on the basis of race, color, religion, national origin, sex or marital status, or age (provided the applicant has the capacity to contract). The agency that administers compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

(A) BUYER INFORMATION ONLY - TO BE FILLED OUT BY APPLICANT (PLEASE PRINT CLEARLY)

BUYER'S First Name	Last	Birth date	Age	Home Phone	E-mail address
			()		
Current mailing address	City	State	Zip	Social Security #	
Employer	Position	How long	Work Phone		
		(yrs/mos)	()		

YOU, THE BUYER, MAY CANCEL THIS AGREEMENT BY MIDNIGHT OF SCHOOL'S THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT, AND SUCH CANCELLATION MUST BE IN WRITING TO THE SCHOOL. IN THE EVENT THE SCHOOL CLOSES AND CEASES DOING BUSINESS, YOU ARE NO LONGER OBLIGATED TO MAKE PAYMENTS UNDER THIS AGREEMENT.

(B) TO BE FILLED OUT BY SCHOOL EMPLOYEE

1. Today's date is ____ / ____ / ____

2. Your agreement begins on / / , and expires on / / .

3. Other students who may attend:

FIRST

LAST

DATE OF BIRTH

4. Buyer is a Student? (Circle One) Yes No

5. Total Sales Price \$

6. Amount of Down Payment is \$ _____

7. Remaining Balance to be Paid to ASF \$

WAIVER AND RELEASE OF LIABILITY: The School urges you and all students to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise class. All exercises, including the use of weights and use of any and all machinery, equipment, and apparatus designed for exercising shall be at the student's sole risk. Student understands that the agreement to use, or selection of exercise programs, methods and types of equipment shall be student's entire responsibility, and the School shall not be liable to student for any claims, demands, injuries, damages, or actions arising due to injury to student's person or property arising out of or in connection with the use by student of the services, facilities, and premises of the School. Student hereby holds the School, its officers, owners, agents and employees harmless from all claims which may be brought against them by student or on student's behalf for any such injuries or claims.

STUDENT'S SIGNATURE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES, WHICH THE BUYER/STUDENT COULD ASSERT AGAINST THE SCHOOL AS A RESULT OF THIS CONTRACT. RECOVERY BY THE BUYER/STUDENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE BUYER/STUDENT TO THE SCHOOL PURSUANT TO THIS CONTRACT.

YOUR PAYMENT SCHEDULE WILL BE:

When Payments are due each Month	Number of Monthly Payments	Amount of Monthly Payments \$ _____	First Payment Due Date-ASF Collects
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DEFAULT AND LATE PAYMENT: Should you default on any payment obligation as called for in this agreement, the entire remaining balance shall be deemed due and payable upon demand, and you agree to pay allowable interest, and all cost of collection, including, but not limited to, collection agency fees, court costs and attorneys' fees. Should any monthly payment become more than 10 days past due, you will be charged a late fee to cover additional administrative expenses and other expenses related to obtaining your payment. A fee will be charged for all returned payments.

CANCELLATION: If by reason of death or permanent disability, the buyer is unable to continue the agreement, the buyer or buyer's estate shall be relieved from the obligations of this contract, and if buyer has prepaid any sum, that amount shall be promptly refunded. Should student(s) permanently move their residence more than 25 miles from an affiliated area, payment on this agreement will be suspended upon payment of an appropriate cancellation fee of \$50.00 and legitimate verification of the move. The buyer may cancel this contract if the health club facility operated by the seller is moved to a location that is more than five (5) miles away from the 14598 Clay Terrace Boulevard, Suite 160, Carmel, IN 46032 address and that the services are no longer available as provided in the contract because of the seller's permanent discontinuance of operation. Student agrees to follow school rules as promulgated from time to time. Violation of these rules may be the cause for suspension or cancellation of membership.

School Representative

Buyer's Signature

Member's Signature (if different from buyer) _____

(C) I elect to pay my monthly installment payments by Electronic Funds Transfer (EFT). I understand and agree that should I discontinue this payment method, a \$20.00 fee will be added to each monthly installment to cover the costs of processing and handling.

This form of payment, if discontinued, does not release you from your payment obligation or membership contract.

ASF INTERNATIONAL EFT AUTHORIZATION

I, ERIN R. HANFSS, authorize my bank to make my payment by the method indicated below and
post it to my account.

☐ Checking (Must attach voided check.) or ☐ Savings (Must attach deposit slip.) or
☒ Visa ☐ MasterCard ☐ American Express ☐ Discover

Number of payments 1, Amount of payment \$ 1800.00, 1st due date 12/1/01

Bank Name Bank of America Bank Phone # 703-444-3400

Bank Address/City/State/Zip

Authorized Signature

Date 12/12/94

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40 Plaza Drive, Suite 300, Highlands Ranch, CO 80129 / 303.986.9563 / 800.525.8967 / Fax 303.980.8006 / www.miyasaccount.com

STATE'S EXHIBIT

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640 Plaza Drive, Suite 300
Highlands Ranch, CO 80129
www.myasfaccount.com
1-800-525-8967

SCHOOL#7417 ☐ New ☐ Renewal ☒ Replacement/Upgrade

Programs offered: ☐ Black Belt Club ☒ Leadership ☐ XMA

Membership Agreement

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants with respect to any aspect of a credit transaction on the basis of race, color, religion, national origin, sex or marital status, or age (provided the applicant has the capacity to contract). The agency that administers compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

BUYER INFORMATION ONLY - TO BE FILLED OUT BY APPLICANT (PLEASE PRINT CLEARLY)

BUYER'S First Name	Last	Birth date	Age	Home Phone	E-mail address
Scott	Smith				
Current mailing address	City	State	Zip	Social Security #	
Position		How long	Work Phone		
		(yrs/mos)			

YOU, THE BUYER, MAY CANCEL THIS AGREEMENT BY MIDNIGHT OF SCHOOL'S THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT, AND SUCH CANCELLATION MUST BE IN WRITING TO THE SCHOOL. IN THE EVENT THE SCHOOL CLOSES AND CEASES DOING BUSINESS, YOU ARE NO LONGER OBLIGATED TO MAKE PAYMENTS UNDER THIS AGREEMENT.

TO BE FILLED OUT BY SCHOOL EMPLOYEE

Today's date is 09/10/12

Your agreement begins on 09/10/12 and expires on

09/10/13

Other students who may attend:

FIRST	LAST	DATE OF BIRTH

Buyer is a Student? (Circle One) Yes No

Total Sales Price \$2278.50

Amount of Down Payment is \$2278.50

Remaining Balance to be Paid to ASF \$

YOUR PAYMENT SCHEDULE WILL BE:

Payments due each Month	Number of Monthly Payments	Amount of Monthly Payments	First Payment Due Date-ASF Collects
30	1	\$2278.50	9/10/12

WAIVER AND RELEASE OF LIABILITY: The School urges you and all students to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise class. All exercises, including the use of weights and use of any and all machinery, equipment, and apparatus designed for exercising shall be at the student's sole risk. Student understands that the agreement to use, or selection of exercise programs, methods and types of equipment shall be student's entire responsibility, and the School shall not be liable to student for any claims, demands, injuries, damages, or actions arising due to injury to student's person or property arising out of or in connection with the use by student of the services, facilities, and premises of the School. Student hereby holds the School, its officers, owners, agents and employees harmless from all claims which may be brought against them by student or on student's behalf for any such injuries or claims.

STUDENT'S SIGNATURE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES, WHICH THE BUYER/STUDENT COULD ASSERT AGAINST THE SCHOOL AS A RESULT OF THIS CONTRACT. RECOVERY BY THE BUYER/STUDENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE BUYER/STUDENT TO THE SCHOOL PURSUANT TO THIS CONTRACT.

DEFAULT AND LATE PAYMENT: Should you default on any payment obligation as called for in this agreement, the entire remaining balance shall be deemed due and payable upon demand, and you agree to pay allowable interest, and all cost of collection, including, but not limited to, collection agency fees, court costs and attorneys' fees. Should any monthly payment become more than 10 days past due, you will be charged a late fee to cover additional administrative expenses and other expenses related to obtaining your payment. A fee will be charged for all returned payments.

CANCELLATION: If by reason of death or permanent disability, the buyer is unable to continue the agreement, the buyer or buyer's estate shall be relieved from the obligations of this contract, and if buyer has prepaid any sum, that amount shall be promptly refunded. Should student(s) permanently move their residence more than 25 miles from an affiliated area, payment on this agreement shall be suspended upon payment of an appropriate cancellation fee of \$50.00 and legitimate verification of the move. The buyer may cancel this contract if the health club facility operated by the seller is moved to a location that is more than five (5) miles away from 14598 Clay Terrace Boulevard, Suite 160, Carmel, IN 46032 address and that the services are no longer available as provided in contract because of the seller's permanent discontinuance of operation. Student agrees to follow school rules as promulgated from time to time. Violation of these rules may be the cause for suspension or cancellation of membership.

School Representative

Buyer's Signature

Member's Signature (if different from buyer)

I elect to pay my monthly installment payments by Electronic Funds Transfer (EFT). I understand and agree that should I discontinue this payment method, a \$20.00 fee will be added to my monthly installment to cover the costs of processing and handling.

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ASF INTERNATIONAL EFT AUTHORIZATION

I, _____, authorize my bank to make my payment by the method indicated below and to post it to my account.

☐ Checking (Must attach voided check.) or ☐ Savings (Must attach deposit slip.) or
☐ Visa ☐ MasterCard ☐ American Express ☐ Discover

Account #: _____ Routing # or Expiration Date (if Credit Card)

Number of payments _____, Amount of payment \$ _____, 1st due date _____

Bank Name

Bank Phone #

Bank Address/City/State/Zip

STATE'S
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640 Plaza Drive, Suite 300
Highlands Ranch, CO 80129
www.myasfaccount.com
1-800-525-8967

SCHOOL #7417 ☒ New ☐ Renewal ☐ Replacement/Upgrade

Programs offered: ☒ Black Belt Club ☐ Leadership ☐ XMA

Membership Agreement

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A) BUYER INFORMATION ONLY - TO BE FILLED OUT BY APPLICANT (PLEASE PRINT CLEARLY)

BUYER'S First Name	Last	Birth date	Age	Home Phone	E-mail address
SCOTT	STRAITON				
Current mailing address	City	State	Zip	Social Security #	
Employer	Position	How long (yrs/mos)	Work Phone		

YOU, THE BUYER, MAY CANCEL THIS AGREEMENT BY MIDNIGHT OF SCHOOL'S THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT, AND SUCH CANCELLATION MUST BE IN WRITING TO THE SCHOOL. IN THE EVENT THE SCHOOL CLOSES AND CEASES DOING BUSINESS, YOU ARE NO LONGER OBLIGATED TO MAKE PAYMENTS UNDER THIS AGREEMENT.

B) TO BE FILLED OUT BY SCHOOL EMPLOYEE

Today's date is 7/9/07

Your agreement begins on 7/9/07, and expires on 12/31/07 **BLACK BELT**

Who may attend:

LAST	DATE OF BIRTH

Buyer is a Student? (Circle One) Yes ☒ No ☐

Total Sales Price \$ 2569.00

Amount of Down Payment is \$ 49.00

Remaining Balance to be Paid to ASF \$ 2569.00

WAIVER AND RELEASE OF LIABILITY: The School urges you and all students to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise class. All exercises, including the use of weights and use of any and all machinery, equipment, and apparatus designed for exercising shall be at the student's sole risk. Student understands that the agreement to use, or selection of exercise programs, methods and types of equipment shall be student's entire responsibility, and the School shall not be liable to student for any claims, demands, injuries, damages, or actions arising due to injury to student's person or property arising out of or in connection with the use by student of the services, facilities, and premises of the School. Student hereby holds the School, its officers, owners, agents and employees harmless from all claims which may be brought against them by student or on student's behalf for injuries or claims.

STUDENT'S SIGNATURE

HOLDER OF THIS CONSUMER CREDIT CONTRACT shall be deemed to have agreed to ALL CLAIMS AND DEFENSES, AND THE BUYER COULD ASSERT AGAINST THE SCHOOL IN THIS CONTRACT. RECOVERY BY THE BUYER SHALL EXCEED THE TOTAL AMOUNT PAID BY THE BUYER TO THE SCHOOL PURSUANT TO THIS CONTRACT.

YOUR PAYMENT SCHEDULE WILL BE:

Payment due each Month	Number of Monthly Payments	Amount of Monthly Payments	First Payment Due Date-ASF Collects
9+L	1	\$ 2569.00	7/9/07

DEFAULT AND LATE PAYMENT: Should you default on any payment obligation as called for in this agreement, the entire remaining balance shall be deemed due and payable upon demand, and you agree to pay allowable interest, and all cost of collection, including, but not limited to, collection agency fees, court costs and attorney's fees. Should any monthly payment become more than 10 days past due, you will be charged a late fee to cover additional administrative expenses and other expenses related to obtaining your payment. A fee will be charged for all returned payments.

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School Representative _____ Buyer's Signature _____ Member's Signature (if different from buyer) _____

I elect to pay my monthly installment payments by Electronic Funds Transfer (EFT). I understand and agree that should I discontinue this payment method, a \$20.00 fee will be added to my monthly installment to cover the costs of processing and handling.

This form of payment, if discontinued, does not release you from your payment obligation or

ASF INTERNATIONAL EFT AUTHORIZATION

I, SCOTT STRAITON, authorize my bank to make my payment by the method indicated below and post it to my account.

☐ Checking (Must attach voided check.) or ☐ Savings (Must attach deposit slip.) or
☐ Visa ☒ MasterCard ☐ American Express ☐ Discover

Number of payments 1, Amount of payment \$ 2569.00, 1st due date 7/9/07
Bank Name INDIAN Bank Phone # _____
Bank Address/City/State/Zip _____
Authorized Signature _____ Date 7/8/07

STATE'S
EXHIBIT

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THE TIME

TIMOTHY W. ALMACK
LESLIE A. ALMACK

20-0877740
10/31/04

6694

DATE 3-6-08

Champion Martial Arts

Five thousand thirty four and 00/100 DOLLARS

MEMO

John A. Almack

TIMOTHY W. ALMACK
LESLIE A. ALMACK

20-0877740
10/31/04

6532

DATE 10/12/07

Champion Martial Arts

Five thousand four hundred seventy two and 00/100 DOLLARS

MEMO

T. Almack

STATE'S
EXHIBIT
E (ccc)

[REDACTED]

FOR THE
CLERK OF
COURT
HARRIS
COUNTY
TEXAS



Highlands Ranch, CO 80129
www.myasfaccount.com
1-800-525-8967

SCHOOL#7417 ☒ New ☐ Renewal ☐ Replacement/Upgrade

Programs offered: ☒ Black Belt Club ☐ Leadership ☐ XMA

Membership Agreement

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(1) BUYER INFORMATION ONLY - TO BE FILLED OUT BY APPLICANT (PLEASE PRINT CLEARLY)

BUYER'S First Name DAVID	Last Dickerson	Birth date ()	Age ()	Home Phone ()	E-mail address ()
Current mailing address [REDACTED]	City [REDACTED]	State [REDACTED]	Zip [REDACTED]	Social Security # [REDACTED]	
Employer [REDACTED]	Position [REDACTED]	How long (yrs/mos) [REDACTED]	Work Phone ()		

YOU, THE BUYER, MAY CANCEL THIS AGREEMENT BY MIDNIGHT OF SCHOOL'S THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT, AND SUCH CANCELLATION MUST BE IN WRITING TO THE SCHOOL. IN THE EVENT THE SCHOOL CLOSES AND CEASES DOING BUSINESS, YOU ARE NO LONGER OBLIGATED TO MAKE PAYMENTS UNDER THIS AGREEMENT.

(2) TO BE FILLED OUT BY SCHOOL EMPLOYEE

Today's date is **08/05/2007**

Your agreement begins on **08/05/2007** and expires on

BLACK BELT - REFUND AVAILABLE IF 1st DEGREE BLACK BELT IS ACHIEVED BEFORE 36 MOS

FIRST [REDACTED]	LAST [REDACTED]	DATE OF BIRTH 2-6-2002 10-19-1997 12-19-1990
---------------------	--------------------	--

Student? (Circle One) Yes No

Total Sales Price \$ **7299.00**

Amount of Down Payment is \$ **99.00**

Remaining Balance to be Paid to ASF \$ **7200.00**

YOUR PAYMENT SCHEDULE WILL BE:

Payments each Month	Number of Monthly Payments	Amount of Monthly Payments	First Payment Due Date-ASF Collects
3rd	36	\$200.00	8/15/07

WAIVER AND RELEASE OF LIABILITY: The School urges you and all students to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise class. All exercises, including the use of weights and use of any and all machinery, equipment, and apparatus designed for exercising shall be at the student's sole risk. Student understands that the agreement to use, or selection of exercise programs, methods and types of equipment shall be student's entire responsibility, and the School shall not be liable to student for any claims, demands, injuries, damages, or actions arising due to injury to student's person or property arising out of or in connection with the use by student of the services, facilities, and premises of the School. Student hereby holds the School, its officers, owners, agents and employees harmless from all claims which may be brought against them by student or on student's behalf for any such injuries or claims.

STUDENT'S SIGNATURE **David Dickerson**

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES, WHICH THE BUYER/STUDENT COULD ASSERT AGAINST THE SCHOOL AS A RESULT OF THIS CONTRACT. RECOVERY BY THE BUYER/STUDENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE BUYER/STUDENT TO THE SCHOOL PURSUANT TO THIS CONTRACT.

DEFAULT AND LATE PAYMENT: Should you default on any payment obligation as called for in this agreement, the entire remaining balance shall be deemed due and payable upon demand, and you agree to pay allowable interest, and all cost of collection, including, but not limited to, collection agency fees, court costs and attorneys' fees. Should any monthly payment become more than 10 days past due, you will be charged a late fee to cover additional administrative expenses and other expenses related to obtaining your payment. A fee will be charged for all returned payments.

CANCELLATION: If by reason of death or permanent disability, the buyer is unable to continue the agreement, the buyer or buyer's estate shall be relieved from the obligations of this contract, and if buyer has prepaid any sum, that amount shall be promptly refunded. Should student(s) permanently move their residence more than 25 miles from an affiliated area, payment on this agreement shall be suspended upon payment of an appropriate cancellation fee of \$50.00 and legitimate verification of the move. The buyer may cancel this contract if the health club facility operated by the seller is moved to a location that is more than five (5) miles away from 4598 Clay Terrace Boulevard, Suite 160, Carmel, IN 46032 address and that the services are no longer available as provided in this contract because of the seller's permanent discontinuance of operation. Student agrees to follow school rules as promulgated from time to time. Violation of these rules may be the cause for suspension or cancellation of membership.

Buyer's Representative **[Signature]** Buyer's Signature **[Signature]** Member's Signature (If different from buyer)

I agree to pay my monthly installment by Electronic Funds Transfer (EFT). I understand and agree that should I discontinue this payment method, a \$20.00 fee will be added to my monthly installment to cover the costs of processing and handling.

If payment, if discontinued, does not release you from your payment obligation or

ASF INTERNATIONAL EFT AUTHORIZATION

I, **David Dickerson**, authorize my bank to make my payment by the method indicated below and post it to my account.

☒ Checking (Must attach voided check.) or ☐ Savings (Must attach deposit slip.) or
☐ Visa ☐ MasterCard ☐ American Express ☐ Discover

Number of payments **36**, Amount of payment \$ **200.00**, 1st due date **8/15/07**

Bank Name

Bank Phone #

Bank Address/City/State/Zip

Authorized Signature **[Signature]**

Date **08/05/2007**

Drive Suite 100 Highlands Ranch CO 80129 / 303 986 0567 / 800 525 8967 / Fax 303 980 8006 / www.myasfaccount.com

STATE'S
EXHIBIT

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640 Plaza Drive, Suite 300
Highlands Ranch, CO 80129
www.myasfaccount.com
1-800-525-8967

SCHOOL #7417 ☒ New ☐ Renewal ☐ Replacement/Upgrade

Programs offered: ☒ Black Belt Club ☐ Leadership ☐ XMA

Membership Agreement

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants with respect to any aspect of a credit transaction on the basis of race, color, religion, national origin, sex, marital status, or age (provided the applicant has the capacity to contract). The agency that administers compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

(A) BUYER INFORMATION ONLY - TO BE FILLED OUT BY APPLICANT (PLEASE PRINT CLEARLY)

BUYER'S First Name <u>SULLIVAN</u>	Last <u>ANDERSON</u>	Birth date ()	Age ()	Home Phone ()	E-mail address ()
Current mailing address [REDACTED]		City [REDACTED]	State [REDACTED]	Zip [REDACTED]	Social Security # [REDACTED]
Position [REDACTED]		How long (yrs/mos) [REDACTED]		Work Phone ()	

YOU, THE BUYER, MAY CANCEL THIS AGREEMENT BY MIDNIGHT OF SCHOOL'S THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT, AND SUCH CANCELLATION MUST BE IN WRITING TO THE SCHOOL. IN THE EVENT THE SCHOOL CLOSES AND CEASES DOING BUSINESS, YOU ARE NO LONGER OBLIGATED TO MAKE PAYMENTS UNDER THIS AGREEMENT.

(B) TO BE FILLED OUT BY SCHOOL EMPLOYEE

1. Today's date is 7/15/2007
2. Your agreement begins on 7/15/2007 and expires on BLACK BELT
3. Other students who may attend:
FIRST [REDACTED] LAST [REDACTED] DATE OF BIRTH [REDACTED]

4. Buyer is a Student? (Circle One) Yes ☐ No ☒

5. Total Sales Price \$ 5148.00

6. Amount of Down Payment is \$ 5148.00

7. Remaining Balance to be Paid to ASF \$ 0

YOUR PAYMENT SCHEDULE WILL BE:

When Payments we due each Month	Number of Monthly Payments	Amount of Monthly Payments	First Payment Due Date-ASF Collects
<u>18</u>	<u>1</u>	<u>\$5148.00</u>	

WAIVER AND RELEASE OF LIABILITY: The School urges you and all students to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise class. All exercises, including the use of weights and use of any and all machinery, equipment, and apparatus designed for exercising shall be at the student's sole risk. Student understands that the agreement to use, or selection of exercise programs, methods and types of equipment shall be student's entire responsibility, and the School shall not be liable to student for any claims, demands, injuries, damages, or actions arising due to injury to student's person or property arising out of or in connection with the use by student of the services, facilities, and premises of the School. Student hereby holds the School, its officers, owners, agents and employees harmless from all claims which may be brought against them by student or on student's behalf for any such injuries or claims.

STUDENT'S SIGNATURE Shelley Anderson

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES, WHICH THE BUYER/STUDENT COULD ASSERT AGAINST THE SCHOOL AS A RESULT OF THIS CONTRACT. RECOVERY BY THE BUYER/STUDENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE BUYER/STUDENT TO THE SCHOOL PURSUANT TO THIS CONTRACT.

DEFAULT AND LATE PAYMENT: Should you default on any payment obligation as called for in this agreement, the entire remaining balance shall be deemed due and payable upon demand, and you agree to pay allowable interest, and all cost of collection, including, but not limited to, collection agency fees, court costs and attorneys' fees. Should any monthly payment become more than 10 days past due, you will be charged a late fee to cover additional administrative expenses and other expenses related to obtaining your payment. A fee will be charged for all returned payments.

CANCELLATION: If by reason of death or permanent disability, the buyer is unable to continue the agreement, the buyer or buyer's estate shall be relieved from the obligations of this contract, and if buyer has prepaid any sum, that amount shall be promptly refunded. Should student(s) permanently move their residence more than 25 miles from an affiliated area, payment on this agreement will be suspended upon payment of an appropriate cancellation fee of \$50.00 and legitimate verification of the move. The buyer may cancel this contract if the health club facility operated by the seller is moved to a location that is more than five (5) miles away from the 14598 Clay Terrace Boulevard, Suite 160, Carmel, IN 46032 address and that the services are no longer available as provided in the contract because of the seller's permanent discontinuance of operation. Student agrees to follow school rules as promulgated from time to time. Violation of these rules may be the cause for suspension or cancellation of membership.

School Representative

Buyer's Signature

Member's Signature (if different from buyer)

(C) I elect to pay my monthly installment payments by Electronic Funds Transfer (EFT). I understand and agree that should I discontinue this payment method, a \$30.00 fee will be added to each monthly installment to cover the costs of processing and handling.

This form of payment, if discontinued, does not release you from your payment obligation or membership contract.

ED TO A
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STATE'S
EXHIBIT

E. Lee

ASF INTERNATIONAL EFT AUTHORIZATION

I, SULLIVAN ANDERSON, authorize my bank to make my payment by the method indicated below and post it to my account.

☐ Checking (Must attach voided check.) or ☐ Savings (Must attach deposit slip.) or
☐ Visa ☐ MasterCard ☒ American Express ☐ Discover

Number of payments 1 Amount of payment \$ 5148.00 1st due date 7/15/2007

Bank Name Indian Bank Bank Phone # [REDACTED]

Bank Address/City/State/Zip [REDACTED]

Authorized Signature [REDACTED] Date 7/15/2007

Drive, Suite 300, Highlands Ranch, CO 80129 / 303 986 9563 / 800 525 8967 / Fax 303 980 8006 / www.myasfaccount.com



640 Plaza Drive, Suite 300
Highlands Ranch, CO 80129
www.myasfaccount.com
1-800-525-8967

SCHOOL #7417 ☒ New ☐ Renewal ☐ Replacement/Upgrade

Programs offered: ☒ Black Belt Club ☐ Leadership ☐ XMA

Membership Agreement

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(A) BUYER INFORMATION ONLY - TO BE FILLED OUT BY APPLICANT (PLEASE PRINT CLEARLY)

BUYER'S First Name AMY	Last BARKER	Birth date	Age	Home Phone	E-mail address
Current mailing address	City	State	Zip	Social Security #	
Employer	Position	How long	Website		
(yrs/mos)					

YOU, THE BUYER, MAY CANCEL THIS AGREEMENT BY MIDNIGHT OF SCHOOL'S THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT, AND SUCH CANCELLATION MUST BE IN WRITING TO THE SCHOOL. IN THE EVENT THE SCHOOL CLOSES AND CEASES DOING BUSINESS, YOU ARE NO LONGER OBLIGATED TO MAKE PAYMENTS UNDER THIS AGREEMENT.

(B) TO BE FILLED OUT BY SCHOOL EMPLOYEE

- Today's date is 1/3/07
- Your agreement begins on 1/3/07 and expires on 1st, DEGREE BLACK BELT
- Other students who may attend:

FIRST LAST DATE OF BIRTH

- Buyer is a Student? (Circle One) Yes ☒
- Total Sales Price: \$ 4549.00
- Amount of Down Payment is \$ 49.00
- Remaining Balance to be Paid to ASF \$ 4500.00

YOUR PAYMENT SCHEDULE WILL BE:

When Payments are due each Month	Number of Monthly Payments	Amount of Monthly Payments	First Payment Due Date-ASF Collects
<u>10th</u>	<u>36</u>	<u>\$ 125.00</u>	<u>1/10/07</u>

WAIVER AND RELEASE OF LIABILITY: The School urges you and all students to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise class. All exercises, including the use of weights and use of any and all machinery, equipment, and apparatus designed for exercising shall be at the student's sole risk. Student understands that the agreement to use, or selection of exercise programs, methods and types of equipment shall be student's entire responsibility, and the School shall not be liable to student for any claims, demands, injuries, damages, or actions arising due to injury to student's person or property arising out of or in connection with the use by student of the services, facilities, and premises of the School. Student hereby holds the School, its officers, owners, agents and employees harmless from all claims which may be brought against them by student or on student's behalf for any such injuries or claims.

STUDENT'S SIGNATURE

Amy R. Barker

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES, WHICH THE BUYER/STUDENT COULD ASSERT AGAINST THE SCHOOL AS A RESULT OF THIS CONTRACT. RECOVERY BY THE BUYER/STUDENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE BUYER/STUDENT TO THE SCHOOL PURSUANT TO THIS CONTRACT.

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School Representative

Buyer's Signature

Member's Signature (if different from buyer)

(C) I elect to pay my monthly installment payments by Electronic Funds Transfer (EFT). I understand and agree that should I discontinue this payment method, a \$20.00 fee will be added to each monthly installment to cover the costs of processing and handling.

This form of payment, if discontinued, does not release you from your payment obligation or membership contract.

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ASF INTERNATIONAL EFT AUTHORIZATION

I, AMY R. BARKER, authorize my bank to make my payment by the method indicated below and post it to my account.

☐ Checking (Must attach voided check.) or ☐ Savings (Must attach deposit slip.) or
☐ Visa ☒ MasterCard ☐ American Express ☐ Discover

Number of payments 36, Amount of payment \$ 125.00, 1st due date 1/10/07

Bank Name

Bank Phone #

Bank Address/City/State/Zip

Authorized Signature Amy R. Barker

Date 03 Jan 06

STATE'S
EXHIBIT

E (fff)

317-574-8156

Eric Barker, RPH, BCPP

Jan 15 09 07:06p

INCLUDES: 3 ADD. PACKAGES

EXHIBIT F

NOBLESVILLE CONTRACTS



CONSUMER COMPLAINT FORM

Office of the Indiana Attorney General

OCT 22 2008

OCT 08 2008

To prevent delay, please be sure to complete **both sides** of this form in full. Please print clearly or type. **DO NOT** include your Social Security Number on this form or in any accompanying documents.

1. YOUR INFORMATION

☒ Mr. ☐ Mrs. ☐ Miss ☐ Ms. ☐ Dr.
Name Bukowski, David R
Address [REDACTED]
City [REDACTED] State [REDACTED]
ZIP 46060 County Hamilton
Age ☐ 18-24 ☐ 25-34 ☒ 35-44 ☐ 45-54 ☐ 55-64 ☐ 65+
Phone () Day
[REDACTED] Evening
E-mail [REDACTED]

2. WHO IS YOUR COMPLAINT AGAINST?

Name/Firm Champions Martial Arts
Address 14598 Clay Terrace Boulevard
City Carmel State IN
ZIP 46032 County Hamilton
Phone (317) 844-0400
E-mail
Person you dealt with David Conn/Jonathan Stowe

3. WHEN DID TRANSACTION/INCIDENT OCCUR?

Date 23 July 2008 Time AM ☐ PM ☐

4. WHERE DID THE TRANSACTION/INCIDENT YOU ARE COMPLAINING ABOUT TAKE PLACE? (Check box when applicable)

- ☒ At the firm's place of business
☐ My home
☐ Away from the firm's place of business (work, convention, etc.)
☐ Other
☐ By Mail
☐ By Internet/e-mail
☐ By telephone

5. WHAT WAS THE VERY FIRST CONTACT BETWEEN YOU AND THE FIRM?

- ☐ I telephoned the firm
☐ I responded to a TV/radio ad
☐ A person came to my home
☐ I received information by e-mail
☐ I received information in the mail
☒ I went to the firm's place of business
☐ I received a telephone call from the firm
☐ I responded to an offer on the Internet
☐ I responded to a printed advertisement
☐ Other

6. DO YOU CONSENT TO DISCLOSING THE FOLLOWING TO THE PUBLIC?

The nature and status of your complaint and the name of the firm? ☒ Yes ☐ No
Your name? ☒ Yes ☐ No
Your phone number? ☒ Yes ☐ No

7. WHAT WAS THE TRANSACTION FOR?

- ☐ My business
☒ My family/household
☐ My farm

8. HOW DID YOU PAY?

- ☐ Cash ☒ Credit Card ☐ Medicaid ☐ Private Insurance
☐ Check ☐ Installment Loan ☐ Medicare ☐ Other

9. DID YOU SIGN ANY WRITTEN AGREEMENT? IF YES, PLEASE ATTACH A COPY OF THE AGREEMENT.

☐ Yes ☒ No

STATE'S
EXHIBIT

F (a)

Prac	PL	MO	NL	NJ	OA:	Inv.	Sec	File #
14						BM		08-CP-60412

10. HAVE YOU COMPLAINED TO THE BUSINESS? (Check box when applicable)☒ Yes ☐ NoWhen? 1 Oct 2008, 6 Oct 2008Action taken? They deny any responsibility and even knowledge of the Noblesville location and owner.**11. WITH WHAT OTHER AGENCY HAVE YOU FILED THIS COMPLAINT? B.B.B. Noblesville Police, Noblesville Chamber of Commerce**

When? _____

Action taken? None**12. HAVE YOU CONTACTED A PRIVATE ATTORNEY?**☐ Yes ☒ No**13. HAVE YOU STARTED A COURT ACTION? IF YES, PLEASE ATTACH A COPY OF ALL COURT PAPERS.**☐ Yes ☒ No**14. HAVE YOU BEEN SUED OVER THIS ISSUE? IF YES, PLEASE ATTACH A COPY OF ALL COURT PAPERS.**☐ Yes ☒ No**15. DOLLAR AMOUNT ASSOCIATED WITH YOUR LOSS, IF ANY. \$****16. PLEASE DESCRIBE YOUR COMPLAINT IN DETAIL (ATTACH ADDITIONAL PAGES IF NECESSARY)**

Please attach a copy of all papers involved (order blank, warranty, credit card receipt and statement, invoice, contract or written agreement, advertisement, check, correspondence and all other related documents). Please print clearly or type. DO NOT INCLUDE YOUR SOCIAL SECURITY NUMBER.

Enrolled for Karate lessons at the Noblesville school location and began classes on 17 Sep. 2008. Within two weeks the school closed and the main school which is owned by the same person (Carmel, IN location). An element of the enrollment agreement was a 30 trial period with a money back guarantee. We paid \$3600 for four students to instruct them thru the black belt club. The main school is denying any ownership interest in the Noblesville school despite the proof. Moreover, Jonathan Stowe (the owner) is not receiving any calls. The Carmel school indicated that my wife and three children can use the Carmel school for instruction...this is unacceptable. Champion Martial Arts and its owner Jonathan Stowe is refusing to refund our enrollment fee of \$3600 despite the fact that the 30 day money back period has expired. Please note that the main school is located in Carmel, IN. and it has two additional locations of Noblesville, IN. and Zionsville, IN. named Jonathon Stowe and approves all enrollment deals/programs.

17. HOW WOULD YOU LIKE YOUR COMPLAINT RESOLVED?

I want my \$3600.00 refunded.

18. CONSENT AND VERIFICATION

I affirm, under the penalties for perjury, that the foregoing representations, and those in all attachments, are true. The information I have provided in this complaint form is based upon my personal knowledge. I consent to the release of any information to the Consumer Protection Division relating to this complaint. I understand that I should not include my Social Security Number in any information submitted to the Consumer Protection Division. If I do provide my Social Security Number, I expressly consent to the disclosure of my Social Security Number in accordance with Indiana Code § 4-1-10-5(2).

Your Signature

Date

WHAT WILL HAPPEN NOW? WHAT ELSE SHOULD YOU DO?

The Consumer Protection Division will send a copy of your complaint to the respondent firm or licensed professional. This office cannot disclose your complaint against a licensed professional to the public unless this office files a disciplinary action against the licensed professional. This office represents the State of Indiana and is limited in the remedies it can pursue. You may be entitled to compensation or other rights that we cannot pursue for you. In addition to filing this complaint, you may want to consider contacting a private attorney or your local small claims court.

MAIL COMPLETED FORMS TO:

Attorney General Steve Carter
Consumer Protection Division
Government Center South, 5th floor
302 West Washington Street
Indianapolis, IN 46204
PH: 317-232-6330 • FAX: 317-233-4393
www.IndianaConsumer.com



3649 INCLUDES
640 Plaza Drive, Suite 300
Highlands Ranch, CO 80129
www.myasfaccount.com
1-800-525-8967

SCHOOL #8329 ☒ New ☐ Renewal ☐ Replacement/Upgrade

Programs offered: ☒ Black Belt Club ☐ Leadership ☐ XMA

Membership Agreement

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants with respect to any aspect of a credit transaction on the basis of race, color, religion, national origin, sex or marital status, or age (provided the applicant has the capacity to contract). The agency that administers compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

(A) BUYER INFORMATION ONLY - TO BE FILLED OUT BY APPLICANT (PLEASE PRINT CLEARLY)

BUYER'S First Name RICARDO	Last TAPIA	Birth date	Age	Home Phone	E-mail address
Current mailing address		City	State	Zip	Social Security #
Employer Allison TRANSMISSION		Position	How long (yrs/mos)	Work Phone	

YOU, THE BUYER, MAY CANCEL THIS AGREEMENT BY MIDNIGHT OF SCHOOL'S THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT, AND SUCH CANCELLATION MUST BE IN WRITING TO THE SCHOOL. IN THE EVENT THE SCHOOL CLOSES AND CEASES DOING BUSINESS, YOU ARE NO LONGER OBLIGATED TO MAKE PAYMENTS UNDER THIS AGREEMENT.

(B) TO BE FILLED OUT BY SCHOOL EMPLOYEE

- Today's date is 1/26/08
- Your agreement begins on 1/26/08 and expires on FIRST Degree BIK Belt
- Other students who may attend:

FIRST [REDACTED] LAST [REDACTED] DATE OF BIRTH 06/24/02

- Buyer is a Student? (Circle One) Yes No
- Total Sales Price \$ 4500
- Amount of Down Payment is \$ 450
- Remaining Balance to be paid to ASF \$ 4500

YOUR PAYMENT SCHEDULE WILL BE:

When Payments are due each Month	Number of Monthly Payments	Amount of Monthly Payments	First Payment Due Date-ASF Collects
<u>2nd</u>	<u>36</u>	<u>\$125.00</u>	<u>2/02/08</u>

WAIVER AND RELEASE OF LIABILITY: The School urges you and all students to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise class. All exercises, including the use of weights and use of any and all machinery, equipment, and apparatus designed for exercising shall be at the student's sole risk. Student understands that the agreement to use, or selection of exercise programs, methods and types of equipment shall be student's entire responsibility, and the School shall not be liable to student for any claims, demands, injuries, damages, or actions arising due to injury to student's person or property arising out of or in connection with the use by student of the services, facilities, and premises of the School. Student hereby holds the School, its officers, owners, agents and employees harmless from all claims which may be brought against them by student or on student's behalf for any such injuries or claims.

STUDENT'S SIGNATURE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES, WHICH THE BUYER/STUDENT COULD ASSERT AGAINST THE SCHOOL AS A RESULT OF THIS CONTRACT. RECOVERY BY THE BUYER/STUDENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE BUYER/STUDENT TO THE SCHOOL PURSUANT TO THIS CONTRACT.

DEFAULT AND LATE PAYMENT: Should you default on any payment obligation as called for in this agreement, the entire remaining balance shall be deemed due and payable upon demand, and you agree to pay allowable interest, and all cost of collection, including, but not limited to, collection agency fees, court costs and attorneys' fees. Should any monthly payment become more than 10 days past due, you will be charged a late fee to cover additional administrative expenses and other expenses related to obtaining your payment. A fee will be charged for all returned payments.

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School Representative

Buyer's Signature

Member's Signature (if different from buyer)

(C) I elect to pay my monthly installment payments by Electronic Funds Transfer (EFT). I understand and agree that should I discontinue this payment method, a \$20.00 fee will be added to each monthly installment to cover the costs of processing and handling.

This form of payment, if discontinued, does not release you from your payment obligation or.

ASF INTERNATIONAL EFT AUTHORIZATION

I, RICARDO TAPIA, authorize my bank to make my payment by the method indicated below and post it to my account.

- ☐ Checking (Must attach voided check.) or ☐ Savings (Must attach deposit slip.) or
☐ Visa ☐ MasterCard ☒ American Express ☐ Discover

Number of payments 36 Amount of payment \$ 125 1st due date 02/02/08

Bank Name [REDACTED] Bank Phone # [REDACTED]

Bank Address/City/State/Zip [REDACTED]

Authorized Signature [REDACTED]

Date 1/26/08

STATE'S
EXHIBIT

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640 Plaza Drive Suite 300
Highlands Ranch, CO 80129
www.myasfaccount.com
1-800-525-8967

SCHOOL#8329 ☒ New ☐ Renewal ☐ Replacement/Upgrade

Programs-offered: ☒ Black Belt Club ☐ Leadership ☒ XMA

Membership Agreement

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BUYER INFORMATION ONLY - TO BE FILLED OUT BY APPLICANT (PLEASE PRINT CLEARLY)

BUYER'S First Name <u>JENNIFER</u>	Last <u>POPE</u>	Birth date [REDACTED]	Age [REDACTED]	Home Phone () [REDACTED]	E-mail address <u>[REDACTED]</u>
Current mailing address [REDACTED]	City [REDACTED]	State [REDACTED]	Zip [REDACTED]	Social Security # [REDACTED]	
Employer [REDACTED]	Position [REDACTED]	Work Phone () [REDACTED]	[REDACTED]		

YOU, THE BUYER, MAY CANCEL THIS AGREEMENT BY MIDNIGHT OF SCHOOL'S THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT, AND SUCH CANCELLATION MUST BE IN WRITING TO THE SCHOOL. IN THE EVENT THE SCHOOL CLOSES AND CEASES DOING BUSINESS, YOU ARE NO LONGER OBLIGATED TO MAKE PAYMENTS UNDER THIS AGREEMENT.

TO BE FILLED OUT BY SCHOOL EMPLOYEE

Today's date is 1/14/08

Your agreement begins on 1/14/08 and expires on 1/14/09

1st DEGREE Black belt

Other students who may attend:

FIRST	LAST	DATE OF BIRTH
[REDACTED]	[REDACTED]	<u>4/17/08</u>

Buyer is a Student? (Circle One) Yes ☒ No ☐

Total Sales Price \$ 4549.00

Amount of Down Payment is \$ 49.00

Remaining Balance to be Paid to ASF \$ 4500.00

YOUR PAYMENT SCHEDULE WILL BE:

Payments due each Month	Number of Monthly Payments	Amount of Monthly Payments	First Payment Due Date ASF Collects
<u>21st</u>	<u>36</u>	<u>\$125.00</u>	<u>1/21/08</u>

WAIVER AND RELEASE OF LIABILITY The School urges you and all students to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise class. All exercises, including the use of weights and use of any and all machinery, equipment, and apparatus designed for exercising shall be at the student's sole risk. Student understands that the agreement to use, or selection of exercise programs, methods and types of equipment shall be student's entire responsibility. The School shall not be liable to student for any claims, demands, injuries, damages, or settlements arising due to injury to student's person or property arising out of or from the use by student of the services, facilities, and premises of the School. The School hereby holds the School, its officers, directors, agents and employees harmless from all claims, demands, injuries, damages, or settlements arising out of or from the use by student of the services, facilities, and premises of the School.

ASSIGNMENT OF INTEREST The School hereby assigns to the Buyer all of its right, title, and interest in and to the membership agreement, including the right to receive all payments due to the School from the Buyer, and the Buyer agrees to pay to the School all payments due to the School from the Buyer.

DEFAULT AND REMEDY Should you default on any payment due to the School, the School may, at its option, suspend your membership and refuse to allow you to use the School's facilities and equipment until you pay the amount due to the School. The School may also, at its option, assign the membership to another person and the person to whom the membership is assigned may, at his or her option, use the School's facilities and equipment. The School shall not be liable for any damages, including consequential damages, arising out of or from the use by student of the services, facilities, and premises of the School.

CANCELLATION If, by reason of death or permanent disability, the Buyer is unable to continue the agreement, the Buyer or Buyer's estate shall be relieved from the obligations of this contract and if Buyer has prepaid any sum, that amount shall be promptly refunded. Should student(s) permanently move their residence more than 25 miles from an affiliated area, payment on this agreement shall be suspended upon payment of an appropriate cancellation fee of \$50.00 and legitimate verification of the move. The Buyer must notify the School of the health club facility operated by the seller is moved to a location that is more than five (5) miles away from the Seller's current location, 9625 East 150th Street, Noblesville, Indiana 46060 address and that the services are no longer available as provided in the contract. Violation of these rules may be the cause for suspension or cancellation of membership.

School Representative: [Signature] Buyer's Signature: [Signature] Member's Signature (if different from buyer): [Signature]

Select to pay my monthly installment payments by Electronic Funds Transfer (EFT). I understand and agree that should I discontinue this payment method, a \$20.00 fee will be added to my monthly installment to cover the costs of processing and handling.

is form of payment, if discontinued, does not on or

ASF INTERNATIONAL EFT AUTHORIZATION

I, JENNIFER K POPE, authorize my bank to make my payment by the method indicated below and deposit it to my account.

☒ Checking (Must attach voided check) or ☐ Savings (Must attach deposit slip) or ☐ Visa ☐ MasterCard ☐ American Express ☐ Discover

Number of payments 36 Amount of payment \$ 125.00 1st due date 1/21/08

Bank Name [REDACTED] Bank Phone # [REDACTED]

Bank Address/City/State/Zip [REDACTED]

Authorized Signature Jennifer K Pope Date 1/14/08





CONSUMER COMPLAINT FORM

Office of the Indiana Attorney General

NOV 10 2008

ATTORNEY GENERAL OF INDIANA
CONSUMER PROTECTION

To prevent delay, please be sure to complete **both sides** of this form in full. Please print clearly or type. **DO NOT** include your Social Security Number on this form or in any accompanying documents.

1. YOUR INFORMATION

☐ Mr. ☒ Mrs. ☐ Miss ☐ Ms. ☐ Dr.
Name Breeden, Wendy H
Address [REDACTED]
City [REDACTED] State [REDACTED]
ZIP [REDACTED] County Hamilton
Age ☐ 18-24 ☐ 25-34 ☒ 35-44 ☐ 45-54 ☐ 55-64 ☐ 65+
Phone [REDACTED] Day
[REDACTED] Evening
E-mail [REDACTED]

2. WHO IS YOUR COMPLAINT AGAINST?

Name/Firm Champion Martial Arts
Address 9625 E 150 St
City Noblesville State IN
ZIP 46060 County Hamilton
Phone () 776-4495
E-mail _____
Person you dealt with David Conn

3. WHEN DID TRANSACTION/INCIDENT OCCUR?

Date July 8, 2008 Time _____ AM ☐ PM ☐

4. WHERE DID THE TRANSACTION/INCIDENT YOU ARE COMPLAINING ABOUT TAKE PLACE? (Check box when applicable)

- ☒ At the firm's place of business
☐ My home
☐ Away from the firm's place of business (work, convention, etc.)
☐ Other _____
- ☐ By Mail
☐ By Internet/e-mail
☐ By telephone

5. WHAT WAS THE VERY FIRST CONTACT BETWEEN YOU AND THE FIRM?

- ☐ I telephoned the firm
☐ I responded to a TV/radio ad
☐ A person came to my home
☐ I received information by e-mail
☐ I received information in the mail
- ☒ I went to the firm's place of business
☐ I received a telephone call from the firm
☐ I responded to an offer on the Internet
☐ I responded to a printed advertisement
☐ Other _____

6. DO YOU CONSENT TO DISCLOSING THE FOLLOWING TO THE PUBLIC?

The nature and status of your complaint and the name of the firm? ☒ Yes ☐ No
Your name? ☒ Yes ☐ No
Your phone number? ☒ Yes ☐ No

7. WHAT WAS THE TRANSACTION FOR?

- ☐ My business
☒ My family/household
☐ My farm

8. HOW DID YOU PAY?

- ☐ Cash ☒ Credit Card ☐ Medicaid ☐ Private Insurance
☐ Check ☐ Installment Loan ☐ Medicare ☐ Other _____

9. DID YOU SIGN ANY WRITTEN AGREEMENT? IF YES, PLEASE ATTACH A COPY OF THE AGREEMENT.

☐ Yes ☒ No

For Office Use Only:

Ind	Prac	PL	MO	NJ	OA	Inv.	Sec	File #
								-CP-

STATE'S
EXHIBIT

F (1)

10. HAVE YOU COMPLAINED TO THE BUSINESS? (Check box when applicable)☒ Yes ☐ NoWhen? _____ Action taken? No return calls**11. WITH WHAT OTHER AGENCY HAVE YOU FILED THIS COMPLAINT? none**When? _____ Action taken? none**12. HAVE YOU CONTACTED A PRIVATE ATTORNEY?**☐ Yes ☒ No**13. HAVE YOU STARTED A COURT ACTION? IF YES, PLEASE ATTACH A COPY OF ALL COURT PAPERS.**☐ Yes ☒ No**14. HAVE YOU BEEN SUED OVER THIS ISSUE? IF YES, PLEASE ATTACH A COPY OF ALL COURT PAPERS.**☐ Yes ☒ No**15. DOLLAR AMOUNT ASSOCIATED WITH YOUR LOSS, IF ANY. \$ _____****16. PLEASE DESCRIBE YOUR COMPLAINT IN DETAIL (ATTACH ADDITIONAL PAGES IF NECESSARY)**

Please attach a copy of all papers involved (order blank, warranty, credit card receipt and statement, invoice, contract or written agreement, advertisement, cancelled check, correspondence and all other related documents). Please print clearly or type. DO NOT INCLUDE YOUR SOCIAL SECURITY NUMBER.

Signed up for martial arts for the family in July with the expectations of enrollment, equipment, private lessons, gear, membership bag, full warranty, family to achieve a black belt in martial arts. A couple of months later joined the leadership program to cover all including graduation belts for family.

Basically, we showed up for the normal class in October and a sign was posted on the door by the building manager stating the office is closed. No phone calls received by Champion Martial Arts of the status. Call was made to the Carmel office and they would not give us any information. We called the Carmel police who said they could not do anything because it was a small claims issue in addition to other suits. Now the Carmel office is closed and information on the owner, Jonathan Stowe, is very hard to find.

We are disappointed in the instructor as my three children finally began to respect and trust him over the course of the training. We initially paid \$5,859 and the leadership program was an additional \$3,000 (approx).

17. HOW WOULD YOU LIKE YOUR COMPLAINT RESOLVED?

We would like a refund back on the monies paid.

18. CONSENT AND VERIFICATION

I affirm, under the penalties for perjury, that the foregoing representations, and those in all attachments, are true. The information I have provided in this complaint form is based upon my personal knowledge. I consent to the release of any information to the Consumer Protection Division relating to this complaint. I understand that I should not include my Social Security Number in any information submitted to the Consumer Protection Division. If I do provide my Social Security Number, I expressly consent to the disclosure of my Social Security Number in accordance with Indiana Code § 4-1-10-5(2).

Your Signature _____

Date _____

WHAT WILL HAPPEN NOW? WHAT ELSE SHOULD YOU DO?

The Consumer Protection Division will send a copy of your complaint to the respondent firm or licensed professional. This office cannot disclose your complaint against a licensed professional to the public unless this office files a disciplinary action against the licensed professional. This office represents the State of Indiana and is limited in the remedies it can pursue. You may be entitled to compensation or other rights that we cannot pursue for you. In addition to filing this complaint, you may want to consider contacting a private attorney or your local small claims court.

MAIL COMPLETED FORMS TO:

Attorney General Steve Carter
Consumer Protection Division
Government Center South, 5th floor
302 West Washington Street
Indianapolis, IN 46204
PH: 317-232-6330 • FAX: 317-233-4393
www.IndianaConsumer.com



640 Plaza Drive Suite 300
Highlands Ranch, CO 80129
www.myasfaccount.com
1-800-525-8967

SCHOOL#8329 ☒ New ☐ Renewal ☐ Replacement/Upgrade

Programs offered: ☒ Black Belt Club ☐ Leadership ☐ XMA

Membership Agreement

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants with respect to any aspect of a credit transaction on the basis of race, color, religion, national origin, sex or marital status, or age (provided the applicant has the capacity to contract). The agency that administers compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

(A) BUYER INFORMATION ONLY - TO BE FILLED OUT BY APPLICANT (PLEASE PRINT CLEARLY)

BUYER'S First Name <u>ANIK</u>	Last <u>Mitra</u>	Birth date <u>1/13/08</u>	Age <u>1</u>	Home Phone <u>()</u>	E-mail address <u>()</u>
Current mailing address <u>[REDACTED]</u>	City <u>[REDACTED]</u>	State <u>[REDACTED]</u>	Zip <u>[REDACTED]</u>	Social Security # <u>[REDACTED]</u>	
Employer <u>[REDACTED]</u>	Position <u>[REDACTED]</u>	How long (yrs/mos) <u>[REDACTED]</u>	Work Phone <u>[REDACTED]</u>		

YOU, THE BUYER, MAY CANCEL THIS AGREEMENT BY MIDNIGHT OF SCHOOL'S THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT, AND SUCH CANCELLATION MUST BE IN WRITING TO THE SCHOOL. IN THE EVENT THE SCHOOL CLOSES AND CEASES DOING BUSINESS, YOU ARE NO LONGER OBLIGATED TO MAKE PAYMENTS UNDER THIS AGREEMENT.

(B) TO BE FILLED OUT BY SCHOOL EMPLOYEE

- Today's date is 1/17/08
- Your agreement begins on 1/17/08 and expires on 1st Degree Blackbelt
- Other students who may attend:

FIRST	LAST	DATE OF BIRTH
<u>[REDACTED]</u>	<u>[REDACTED]</u>	<u>4-20-99</u>

- Buyer is a Student? (Circle One) Yes ☐ No ☒
- Total Sales Price \$ 455.99
- Amount of Down Payment is \$ 49.00
- Remaining Balance to be Paid to ASF \$ 450.00

YOUR PAYMENT SCHEDULE WILL BE:

When Payments are due each Month	Number of Monthly Payments	Amount of Monthly Payments	First Payment Due Date-ASF Collects
<u>1st</u>	<u>36</u>	<u>\$ 125.00</u>	<u>1/18/08</u>

WAIVER AND RELEASE OF LIABILITY: The School urges you and all students to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise class. All exercises, including the use of weights and use of any and all machinery, equipment, and apparatus designed for exercising shall be at the student's sole risk. Student understands that the agreement to use, or selection of exercise programs, methods and types of equipment shall be student's entire responsibility, and the School shall not be liable to student for any claims, demands, injuries, damages, or actions arising due to injury to student's person or property arising out of or in connection with the use by student of the services, facilities, and premises of the School. Student hereby holds the School, its officers, owners, agents and employees harmless from all claims which may be brought against them by student or on student's behalf for any such injuries or claims.

STUDENT'S SIGNATURE [Signature]

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES, WHICH THE BUYER/STUDENT COULD ASSERT AGAINST THE SCHOOL AS A RESULT OF THIS CONTRACT. RECOVERY BY THE BUYER/STUDENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE BUYER/STUDENT TO THE SCHOOL PURSUANT TO THIS CONTRACT.

DEFAULT AND LATE PAYMENT: Should you default on any payment obligation as called for in this agreement, the entire remaining balance shall be deemed due and payable upon demand, and you agree to pay allowable interest, and all cost of collection, including, but not limited to, collection agency fees, court costs and attorneys' fees. Should any monthly payment become more than 10 days past due, you will be charged a late fee to cover additional administrative expenses and other expenses related to obtaining your payment. A fee will be charged for all returned payments.

CANCELLATION: If by reason of death or permanent disability, the buyer is unable to continue the agreement, the buyer or buyer's estate shall be relieved from the obligations of this contract, and if buyer has prepaid any sum, that amount shall be promptly refunded. Should student(s) permanently move their residence more than 25 miles from an affiliated area, payment on this agreement will be suspended upon payment of an appropriate cancellation fee of \$50.00 and legitimate verification of the move. The buyer may cancel this contract if the health club facility operated by the seller is moved to a location that is more than five (5) miles away from the 9625 East 150th Street, Noblesville, Indiana 46060 address and that the services are no longer available as provided in the contract because of the seller's permanent discontinuance of operation. Student agrees to follow school rules as promulgated from time to time. Violation of these rules may be the cause for suspension or cancellation of membership.

School Representative [Signature]

Buyer's Signature [Signature]

Member's Signature (if different from buyer)

I elect to pay my monthly installment payments by Electronic Funds Transfer (EFT). I understand and agree that should I discontinue this payment method, a \$20.00 fee will be added to each monthly installment to cover the costs of processing and handling.

This form of payment, if discontinued, does not incur any fee.

STATE'S
EXHIBIT

TO A
E TIME

ASF INTERNATIONAL EFT AUTHORIZATION

I, ANIK MITRA, authorize my bank to make my payment by the method indicated below and post it to my account.

- ☐ Checking (Must attach voided check.) or ☐ Savings (Must attach deposit slip.) or
☐ Visa ☐ MasterCard ☐ American Express ☒ Discover

Number of payments 36 Amount of payment \$ 125.00 1st due date 1/18/08

Bank Name [REDACTED]

Bank Phone # [REDACTED]

Bank Address/City/State/Zip [REDACTED]

Authorized Signature [Signature]

Date 1/17/08



CONSUMER COMPLAINT FORM

Office of the Indiana Attorney General

OCT 14 2008

To prevent delay, please be sure to complete **both sides** of this form in full. Please print clearly or type. **Do NOT** include your Social Security Number on this form or in any accompanying documents.

1. YOUR INFORMATION

☐ Mr. ☐ Mrs. ☐ Miss ☒ Ms. ☐ Dr.
Name Gagnon, Laura C
Address 10593 Sienna Dr
City [REDACTED] State [REDACTED]
ZIP [REDACTED] County [REDACTED]
Age ☐ 18-24 ☐ 25-34 ☒ 35-44 ☐ 45-54 ☐ 55-64 ☐ 65+
Phone [REDACTED] Day
[REDACTED] Evening
E-mail [REDACTED]

2. WHO IS YOUR COMPLAINT AGAINST?

Name/Firm Champion Martial Arts/Jonathon Stowe Industries
Address 9625 E 150th St
City Noblesville State IN
ZIP [REDACTED] County 46060
Phone (317) 773-4495
E-mail [REDACTED]
Person you dealt with David Conn

3. WHEN DID TRANSACTION/INCIDENT OCCUR?

Date 2/08

Time

AM ☐ PM ☐

4. WHERE DID THE TRANSACTION/INCIDENT YOU ARE COMPLAINING ABOUT TAKE PLACE? (Check box when applicable)

- ☒ At the firm's place of business
☐ My home
☐ Away from the firm's place of business (work, convention, etc.)
☐ Other [REDACTED]
- ☐ By Mail
☐ By Internet/e-mail
☐ By telephone

5. WHAT WAS THE VERY FIRST CONTACT BETWEEN YOU AND THE FIRM?

- ☐ I telephoned the firm
☐ I responded to a TV/radio ad
☐ A person came to my home
☐ I received information by e-mail
☐ I received information in the mail
- ☐ I went to the firm's place of business
☐ I received a telephone call from the firm
☐ I responded to an offer on the Internet
☒ I responded to a printed advertisement
☐ Other [REDACTED]

6. DO YOU CONSENT TO DISCLOSING THE FOLLOWING TO THE PUBLIC?

The nature and status of your complaint and the name of the firm? ☒ Yes ☐ No
Your name? ☒ Yes ☐ No
Your phone number? ☒ Yes ☐ No

7. WHAT WAS THE TRANSACTION FOR?

- ☐ My business
☒ My family/household
☐ My farm

8. HOW DID YOU PAY?

- ☒ Cash ☐ Credit Card ☐ Medicaid ☐ Private Insurance
☐ Check ☐ Installment Loan ☐ Medicare ☐ Other Debit Card

9. DID YOU SIGN ANY WRITTEN AGREEMENT? IF YES, PLEASE ATTACH A COPY OF THE AGREEMENT.

☒ Yes ☐ No

For Office Use Only

STATE'S
EXHIBIT

Prac

202

(PL)

MO

NL

NJ

OA:

Inv.

Sec

File #

-CP-

10. HAVE YOU COMPLAINED TO THE BUSINESS? (Check box when applicable)		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
When? <u>Tues September 23rd, 2008</u>	Action taken? <u>No action taken by business</u>	

11. WITH WHAT OTHER AGENCY HAVE YOU FILED THIS COMPLAINT? <u>Building owner</u>	
When? _____	Action taken? <u>Name and information taken</u>

12. HAVE YOU CONTACTED A PRIVATE ATTORNEY?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
---	---

13. HAVE YOU STARTED A COURT ACTION? IF YES, PLEASE ATTACH A COPY OF ALL COURT PAPERS.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
---	---

14. HAVE YOU BEEN SUED OVER THIS ISSUE? IF YES, PLEASE ATTACH A COPY OF ALL COURT PAPERS.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
--	---

15. DOLLAR AMOUNT ASSOCIATED WITH YOUR LOSS, IF ANY. \$ _____
--

16. PLEASE DESCRIBE YOUR COMPLAINT IN DETAIL (ATTACH ADDITIONAL PAGES IF NECESSARY)
<p>Please attach a copy of all papers involved (order blank, warranty, credit card receipt and statement, invoice, contract or written agreement, advertisement, cancelled check, correspondence and all other related documents). Please print clearly or type. DO NOT INCLUDE YOUR SOCIAL SECURITY NUMBER.</p> <p>Champion Martial Arts, under the ownership of Jonathon Stowe, suddenly and without notice closed its' doors and did not fulfill the 2 year contract I had signed for my son. The contract stated that my son would take karate lessons _____ of 2 years, up to 4 times a week with either private lessons or classes and be able to reach level of junior black belt. At the end of the 24 months if the black belt was obtained then 1/3 of the original payment would be refunded. Total cost of the 2 year contract was \$3,600.00 with an additional \$450.00 paid for the belt program to cover all belt testing. At the end of the 2 years he would have a lifelong membership with free replacement _____ equipment.</p> <p>When arriving for private lesson scheduled on 9/24 the doors were closed and a notice posted to contact the owner, Mr. Stowe, the building owner, or the other Champion Martial Arts facilities in Carmel or Zionsville.</p> <p>Jonathon Stowe has not been able to be reached at the phone number provided, and it has been said that his Zionsville location has also been closed down without notice as well as his fitness business also in the Hamilton County Sports Complex.</p>

17. HOW WOULD YOU LIKE YOUR COMPLAINT RESOLVED?
<u>I am in talks with other Champion Martial Arts members in regards to filing a class action lawsuit. I would like a full refund of the \$4,000.00 for the failure to complete contract.</u>

18. CONSENT AND VERIFICATION
<p>I affirm, under the penalties for perjury, that the foregoing representations, and those in all attachments, are true. The information I have provided in this complaint form is based upon my personal knowledge. I consent to the release of any information to the Consumer Protection Division relating to this complaint. I understand that I should not include my Social Security Number in any information submitted to the Consumer Protection Division. If I do provide my Social Security Number, I expressly consent to the disclosure of my Social Security Number in accordance with Indiana Code § 4-1-10-5(2).</p>
<div style="display: flex; justify-content: space-between;"> <div>Your Signature _____</div> <div>Date _____</div> </div>

WHAT WILL HAPPEN NOW? WHAT ELSE SHOULD YOU DO?
<p>The Consumer Protection Division will send a copy of your complaint to the respondent firm or licensed professional. This office cannot disclose your complaint against a licensed professional to the public unless this office files a disciplinary action against the licensed professional. This office represents the State of Indiana and is limited in the remedies it can pursue. You may be entitled to compensation or other rights that we cannot pursue for you. In addition to filing this complaint, you may want to consider contacting a private attorney or your local small claims court.</p>

MAIL COMPLETED FORMS TO:
<p>Attorney General Steve Carter Consumer Protection Division Government Center South, 5th floor 302 West Washington Street Indianapolis, IN 46204 PH: 317-232-6330 • FAX: 317-233-4393 www.IndianaConsumer.com</p>



640 Plaza Drive, Suite 300
Highlands Ranch, CO 80129
www.myasfaccount.com
1-800-525-8967

SCHOOL#8329 ☐ New ☐ Renewal ☐ Replacement/Upgrade

Programs offered: ☒ Black Belt Club ☐ Leadership ☒ XMA

Membership Agreement

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants with respect to any aspect of a credit transaction on the basis of race, color, religion, national origin, sex or marital status, or age (provided the applicant has the capacity to contract). The agency that administers compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

1) BUYER INFORMATION ONLY - TO BE FILLED OUT BY APPLICANT (PLEASE PRINT CLEARLY)

BUYER'S First Name: MIGUEL Last Name: VILLASOL Birth date: 07/40/14/213 Age: Home Phone: Email address: Current mailing address: City: State: Zip: Social Security #: Employer: SELF Position: How long: Work Phone: (yrs/mos)

YOU, THE BUYER, MAY CANCEL THIS AGREEMENT BY MIDNIGHT OF SCHOOL'S THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT, AND SUCH CANCELLATION MUST BE IN WRITING TO THE SCHOOL. IN THE EVENT THE SCHOOL CLOSES AND CEASES DOING BUSINESS, YOU ARE NO LONGER OBLIGATED TO MAKE PAYMENTS UNDER THIS AGREEMENT.

2) TO BE FILLED OUT BY SCHOOL EMPLOYEE

Today's date is 1/15/08
This agreement begins on 1/15/08 and expires on 1/15/08

Other students who may attend:

FIRST LAST DATE OF BIRTH

Buyer is a Student? (Circle One) Yes No

Total Sales Price \$ 49.00

Amount of Down Payment is \$ 5.00

Remaining Balance to be Paid to ASF \$ 44.00

YOUR PAYMENT SCHEDULE WILL BE:

Payments due each Month	Number of Monthly Payments	Amount of Monthly Payments	First Payment Due Date-ASF Collects
15.00	36	12.50	08-15-08

WAIVER AND RELEASE OF LIABILITY: The School urges you and all students to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise class. All exercises, including the use of weights and use of any and all machinery, equipment, and apparatus designed for exercising shall be at the student's sole risk. Student understands that the agreement to use, or selection of exercise programs, methods and types of equipment shall be student's entire responsibility, and the School shall not be liable to student for any claims, demands, injuries, damages, or actions arising due to injury to student's person or property arising out of or in connection with the use by student of the services, facilities, and premises of the School. Student hereby holds the School, its officers, owners, agents and employees harmless from all claims which may be brought against them by student or on student's behalf for any such injuries or claims.

STUDENT'S SIGNATURE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE BUYER-STUDENT COULD ASSERT AGAINST THE SCHOOL AS A RESULT OF THIS CONTRACT. RECOVERY BY THE BUYER-STUDENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE BUYER-STUDENT TO THE SCHOOL, PUNYANT TO THIS CONTRACT.

DEFAULT AND LATE PAYMENT: Should you default on any payment obligation as called for in this agreement, the entire remaining balance shall be deemed due and payable upon demand, and you agree to pay allowable interest, and all cost of collection, including, but not limited to, collection agency fees, court costs and attorney's fees. Should any monthly payment become more than 10 days past due, you will be charged a late fee to cover additional administrative expenses and other expenses related to obtaining your payment. A fee will be charged for all returned payments.

CANCELLATION: If by reason of death or permanent disability, the buyer is unable to continue the agreement, the buyer or buyer's estate shall be relieved from the obligations of this contract, and if buyer has prepaid any sum, that amount shall be promptly refunded. Should student(s) permanently move their residence more than 25 miles from an affiliated area, payment on this agreement will be suspended upon payment of an appropriate cancellation fee of \$50.00 and legitimate verification of the move. The buyer may nullify this contract if the health club facility operated by the seller is moved to a location that is more than five (5) miles away from 9625 East 150th Street, Noblesville, Indiana 46060 address and that the services are no longer available as provided in the contract cause of the seller's permanent discontinuance of operation. Student agrees to follow school rules as promulgated from time to time. Violation of these rules may be the cause for suspension or cancellation of membership.

School Representative: Buyer's Signature: Member's Signature (if different from buyer):
I elect to pay my monthly installment payments by Electronic Funds Transfer (EFT). I understand and agree that should I discontinue this payment method, a \$20.00 fee will be added to the monthly installment to cover the costs of ceasing and handling.
This form of payment, if discontinued, does not release you from your payment obligation or membership contract.
I, THE BUYER, AM ENTITLED TO A COPY OF THIS CONTRACT AT THE TIME OF SIGNATURE.
ASF INTERNATIONAL / 640 Plaza Drive, Suite 300, Highlands Ranch, CO 80129 / 303.986.9563 / 800.525.8967 / Fax 303.948.8006 / www.myasfaccount.com

STATE'S EXHIBIT

F (9)

/month

a 8 week session.

parents *** please ask our staff or Cheryl for We can (the same level) (trained).

astics!



640 Plaza Drive Suite 300
Highlands Ranch, CO 80129
www.myasfaccount.com
1-800-525-8967

SCHOOL #8329 ☒ New ☐ Renewal ☐ Replacement/Upgrade

Programs offered: ☐ Black Belt Club ☐ Leadership ☐ XMA

Membership Agreement

Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants with respect to any aspect of a credit transaction on the basis of race, color, religion, national origin, sex or marital status, or age (provided the applicant has the capacity to contract). The agency that administers compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

BUYER INFORMATION ONLY - TO BE FILLED OUT BY APPLICANT (PLEASE PRINT CLEARLY)

BUYER'S First Name <u>ROBERT</u>	Last <u>B. HAMILTON JR</u>	Birth date <u>[REDACTED]</u>	Age <u>[REDACTED]</u>	Home Phone <u>[REDACTED]</u>	E-mail address <u>[REDACTED]</u>
Current mailing address <u>[REDACTED]</u>		City <u>[REDACTED]</u>	State <u>[REDACTED]</u>	Zip <u>[REDACTED]</u>	Social Security # <u>[REDACTED]</u>
Employer <u>[REDACTED]</u>	Position <u>[REDACTED]</u>	How long <u>[REDACTED]</u> (yrs/mos)	Work Phone <u>[REDACTED]</u>		

U, THE BUYER, MAY CANCEL THIS AGREEMENT BY MIDNIGHT OF SCHOOL'S THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT, AND SUCH CANCELLATION MUST BE IN WRITING TO THE SCHOOL. IN THE EVENT THE SCHOOL CLOSES AND CEASES DOING BUSINESS, YOU ARE NO LONGER OBLIGATED TO MAKE PAYMENTS UNDER THIS AGREEMENT.

TO BE FILLED OUT BY SCHOOL EMPLOYEE

Today's date is 1/12/08

Your agreement begins on 1/9/08 and expires on ST. DECEMBER BLACK BELT

Other students who may attend:

FIRST	LAST	DATE OF BIRTH
<u>[REDACTED]</u>	<u>[REDACTED]</u>	<u>[REDACTED]</u>
<u>[REDACTED]</u>	<u>[REDACTED]</u>	<u>[REDACTED]</u>
<u>[REDACTED]</u>	<u>[REDACTED]</u>	<u>[REDACTED]</u>

Buyer is a Student? (Circle One) Yes No

Total Sales Price \$ 3649 3649

Amount of Down Payment is \$ 49.00

Remaining Balance to be Paid to ASF \$ 3600.00

WAIVER AND RELEASE OF LIABILITY: The School urges you and all students to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise class. All exercises, including the use of weights and use of any and all machinery, equipment, and apparatus designed for exercising shall be at the student's sole risk. Student understands that the agreement to use, or selection of exercise programs, methods and types of equipment shall be student's entire responsibility, and the School shall not be liable to student for any claims, demands, injuries, damages, or actions arising due to injury to student's person or property arising out of or in connection with the use by student of the services, facilities, and premises of the School. Student hereby holds the School, its officers, owners, agents and employees harmless from all claims which may be brought against them by student or on student's behalf for any such injuries or claims.

STUDENT'S SIGNATURE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES, WHICH THE BUYER/STUDENT COULD ASSERT AGAINST THE SCHOOL AS A RESULT OF THIS CONTRACT. RECOVERY BY THE BUYER/STUDENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE BUYER/STUDENT TO THE SCHOOL PURSUANT TO THIS CONTRACT.

DEFAULT AND LATE PAYMENT: Should you default on any payment obligation as called for in this agreement, the entire remaining balance shall be deemed due and payable upon demand, and you agree to pay allowable interest, and all cost of collection, including, but not limited to, collection agency fees, court costs and attorneys' fees. Should any monthly payment become more than 10 days past due, you will be charged a late fee to cover additional administrative expenses and other expenses related to obtaining your payment. A fee will be charged for all returned payments.

YOUR PAYMENT SCHEDULE WILL BE:

en Payments due each Month	Number of Monthly Payments	Amount of Monthly Payments	First Payment Due Date-ASF Collects
<u>6th</u>	<u>36</u>	<u>\$100.00</u>	<u>2/04/08</u>

CANCELLATION: If by reason of death or permanent disability, the buyer is unable to continue the agreement, the buyer or buyer's estate shall be relieved from the obligations of this contract, and if buyer has prepaid any sum, that amount shall be promptly refunded. Should student(s) permanently move their residence more than 25 miles from an affiliated area, payment on this agreement will be suspended upon payment of an appropriate cancellation fee of \$50.00 and legitimate verification of the move. The buyer may cancel this contract if the health club facility operated by the seller is moved to a location that is more than five (5) miles away from 9625 East 150th Street, Noblesville, Indiana 46060 address and that the services are no longer available as provided in the contract cause of the seller's permanent discontinuance of operation. Student agrees to follow school rules as promulgated from time to time. Violation of these rules may be the cause for suspension or cancellation of membership.

School Representative _____ Buyer's Signature [Signature] Member's Signature (if different from buyer) _____

I elect to pay my monthly installment payments by Electronic Funds Transfer (EFT). I understand and agree that should I discontinue this payment method, a \$20.00 fee will be added to each monthly installment to cover the costs of processing and handling.

This form of payment, if discontinued, does not release you from your payment obligation or.

ASF INTERNATIONAL EFT AUTHORIZATION

I, ROBERT B. HAMILTON JR, authorize my bank to make my payment by the method indicated below and post it to my account.

☐ Checking (Must attach voided check.) or ☐ Savings (Must attach deposit slip.) or
☐ Visa ☒ MasterCard ☐ American Express ☐ Discover

Number of payments 36 Amount of payment \$ 3600 1st due date [REDACTED]
Bank Name [REDACTED] Bank Phone # [REDACTED]
Bank Address/City/State/Zip [REDACTED]
Authorized Signature [Signature] Date 01/28/08

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640 Plaza Drive, Suite 300
Highlands Ranch, CO 80129
www.myasfaccount.com
1-800-525-8967

SCHOOL#8329 ☒ New ☐ Renewal ☐ Replacement/Upgrade

Programs offered: ☒ Black Belt Club ☐ Leadership ☐ XMA

Membership Agreement

Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants with respect to any aspect of a credit transaction on the basis of race, color, religion, national origin, sex or marital status, or age (provided the applicant has the capacity to contract). The agency that administers compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

BUYER INFORMATION ONLY - TO BE FILLED OUT BY APPLICANT (PLEASE PRINT CLEARLY)

BUYER'S First Name	Last	Birth date	Age	Home Phone	E-mail address
DIANE	LEWIS				
Current mailing address	City	State	Zip	Social Security Number	
Employer	Position	How long (yrs/mos)	Work Phone		

THE BUYER, MAY CANCEL THIS AGREEMENT BY MIDNIGHT OF SCHOOL'S THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT, AND SUCH CANCELLATION MUST BE IN WRITING TO THE SCHOOL. IN THE EVENT THE SCHOOL CLOSES AND CEASES DOING BUSINESS, YOU ARE NO LONGER OBLIGATED TO MAKE PAYMENTS UNDER THIS AGREEMENT.

TO BE FILLED OUT BY SCHOOL EMPLOYEE

Today's date is 07/03/08

Our agreement begins on 07/03/08 and expires on

1ST DEGREE BLACK BELT

Other students who may attend:

FIRST LAST DATE OF BIRTH

Buyer is a Student? (Circle One) Yes No

Total Sales Price \$ 4549.00

Amount of Down Payment is \$ 49.00

Remaining Balance to be Paid to ASF \$ 4500.00

YOUR PAYMENT SCHEDULE WILL BE:

Payments due each Month	Number of Monthly Payments	Amount of Monthly Payments	First Payment Due Date-ASF Collects
5th	36	\$125.00	7/6/08

WAIVER AND RELEASE OF LIABILITY: The School urges you and all students to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise-class. All exercises, including the use of weights and use of any and all machinery, equipment, and apparatus designed for exercising shall be at the student's sole risk. Student understands that the agreement to use, or selection of exercise programs, methods and types of equipment shall be student's entire responsibility, and the School shall not be liable to student for any claims, demands, injuries, damages, or actions arising due to injury to student's person or property arising out of or in connection with the use by student of the services, facilities, and premises of the School. Student hereby holds the School, its officers, owners, agents and employees harmless from all claims which may be brought against them by student or on student's behalf for any such injuries or claims.

STUDENT'S SIGNATURE

Diane Lewis

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES, WHICH THE BUYER/STUDENT COULD ASSERT AGAINST THE SCHOOL AS A RESULT OF THIS CONTRACT. RECOVERY BY THE BUYER/STUDENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE BUYER/STUDENT TO THE SCHOOL PURSUANT TO THIS CONTRACT.

DEFAULT AND LATE PAYMENT: Should you default on any payment obligation as called for in this agreement, the entire remaining balance shall be deemed due and payable upon demand, and you agree to pay allowable interest, and all cost of collection, including, but not limited to, collection agency fees, court costs and attorneys' fees. Should any monthly payment become more than 10 days past due, you will be charged a late fee to cover additional administrative expenses and other expenses related to obtaining your payment. A fee will be charged for all returned payments.

CANCELLATION: If by reason of death or permanent disability, the buyer is unable to continue the agreement, the buyer or buyer's estate shall be relieved from the obligations of this contract, and if buyer has prepaid any sum, that amount shall be promptly refunded. Should student(s) permanently move their residence more than 25 miles from an affiliated area, payment on this agreement will be suspended upon payment of an appropriate cancellation fee of \$50.00 and legitimate verification of the move. The buyer may cancel this contract if the health club facility operated by the seller is moved to a location that is more than five (5) miles away from 9625 East 150th Street, Noblesville, Indiana 46060 address and that the services are no longer available as provided in the contract cause of the seller's permanent discontinuance of operation. Student agrees to follow school rules as promulgated from time to time. Violation of these rules may be the cause for suspension or cancellation of membership.

School Representative

Buyer's Signature

Member's Signature (if different from buyer)

I elect to pay my monthly installment payments by Electronic Funds Transfer (EFT). I understand and agree that should I discontinue this payment method, a \$20.00 fee will be added to each monthly installment to cover the costs of processing and handling.

ASF INTERNATIONAL EFT AUTHORIZATION

I, DIANE L LEWIS, authorize my bank to make my payment by the method indicated below and post it to my account.

☐ Checking (Must attach voided check.) or ☐ Savings (Must attach deposit slip.) or ☐ Visa ☒ MasterCard ☐ American Express ☐ Discover

Number of payments 36, Amount of payment \$ 125.00, 1st due date 07/6/08

Bank Name

Bank Phone #

Bank Address/City/State/Zip

Authorized Signature

Date 07/03/08

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640 Plaza Drive, Suite 300
Highlands Ranch, CO 80129
www.myasfaccount.com
1-800-525-8967

Copier cuts off N.F.

SCHOOL #329 ☒ New ☐ Renewal ☐ Replacement/Upgrade

Programs offered: ☒ Black Belt Club ☐ Leadership ☐ XMA

Membership Agreement

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants with respect to any aspect of a credit transaction on the basis of race, color, religion, national origin, sex or marital status, or age (provided the applicant has the capacity to contract). The agency that administers compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

BUYER INFORMATION ONLY - TO BE FILLED OUT BY APPLICANT (PLEASE PRINT CLEARLY)

BUYER'S First Name <u>Heather</u>	Last <u>Foley</u>	Birth date [REDACTED]	Age [REDACTED]	Home Phone [REDACTED]	E-mail address [REDACTED]
Current mailing address [REDACTED]	City [REDACTED]	State [REDACTED]	Zip [REDACTED]	Social Security # [REDACTED]	
Employer [REDACTED]	Position [REDACTED]	How long (yrs/mos) [REDACTED]	Work Phone () [REDACTED]		

YOU, THE BUYER, MAY CANCEL THIS AGREEMENT BY MIDNIGHT OF SCHOOL'S THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT, AND SUCH CANCELLATION MUST BE IN WRITING TO THE SCHOOL. IN THE EVENT THE SCHOOL CLOSES AND CEASES DOING BUSINESS, YOU ARE NO LONGER OBLIGATED TO MAKE PAYMENTS UNDER THIS AGREEMENT.

TO BE FILLED OUT BY SCHOOL EMPLOYEE

Today's date is 5/10/08

Your agreement begins on 5/10/08, and expires on

1st degree black belt

Other students who may attend:

FIRST [REDACTED]	LAST [REDACTED]	DATE OF BIRTH [REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

Buyer is a Student? (Circle One) Yes ☒ No ☐

Total Sales Price \$ 3649.00

Amount of Down Payment is \$ 3649.00

Remaining Balance to be Paid to ASF \$ 0

YOUR PAYMENT SCHEDULE WILL BE:

Payments due each Month	Number of Monthly Payments	Amount of Monthly Payments	First Payment Due Date-ASF Collects
<u>X</u>	<u>1</u>	<u>\$3649.00</u>	<u>X</u>

WAIVER AND RELEASE OF LIABILITY: The School urges you and all students to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise class. All exercises, including the use of weights and use of any and all machinery, equipment, and apparatus designed for exercising shall be at the student's sole risk. Student understands that the agreement to use, or selection of exercise programs, methods and types of equipment shall be student's entire responsibility, and the School shall not be liable to student for any claims, demands, injuries, damages, or actions arising due to injury to student's person or property arising out of or in connection with the use by student of the services, facilities, and premises of the School. Student hereby holds the School, its officers, owners, agents and employees harmless from all claims which may be brought against them by student or on student's behalf for any such injuries or claims.

STUDENT'S SIGNATURE Heather Foley

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES, WHICH THE BUYER/STUDENT COULD ASSERT AGAINST THE SCHOOL AS A RESULT OF THIS CONTRACT. RECOVERY BY THE BUYER/STUDENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE BUYER/STUDENT TO THE SCHOOL PURSUANT TO THIS CONTRACT.

DEFAULT AND LATE PAYMENT: Should you default on any payment obligation as called for in this agreement, the entire remaining balance shall be deemed due and payable upon demand, and you agree to pay allowable interest, and all cost of collection, including, but not limited to, collection agency fees, court costs and attorneys' fees. Should any monthly payment become more than 10 days past due, you will be charged a late fee to cover additional administrative expenses and other expenses related to obtaining your payment. A fee will be charged for all returned payments.

CANCELLATION: If by reason of death or permanent disability, the buyer is unable to continue the agreement, the buyer or buyer's estate shall be relieved from the obligations of this contract, and if buyer has prepaid any sum, that amount shall be promptly refunded. Should student(s) permanently move their residence more than 25 miles from an affiliated area, payment on this agreement will be suspended upon payment of an appropriate cancellation fee of \$50.00 and legitimate verification of the move. The buyer may cancel this contract if the health club facility operated by the seller is moved to a location that is more than five (5) miles away from 9625 East 150th Street, Noblesville, Indiana 46060 address and that the services are no longer available as provided in the contract cause of the seller's permanent discontinuance of operation. Student agrees to follow school rules as promulgated from time to time. Violation of these rules may be the cause for suspension or cancellation of membership.

School Representative [Signature] Buyer's Signature X Heather Foley Member's Signature (if different from buyer)

I elect to pay my monthly installment payments by Electronic Funds Transfer (EFT). I understand and agree that should I discontinue this payment method, a \$20.00 fee will be added to my monthly installment to cover the costs of processing and handling.

Form of payment, if discontinued, does not constitute a

STATE'S EXHIBIT

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ASF INTERNATIONAL EFT AUTHORIZATION

I, [Signature], authorize my bank to make my payment by the method indicated below and post it to my account.

☐ Checking (Must attach voided check.) or ☐ Savings (Must attach deposit slip.) or
☐ Visa ☐ MasterCard ☐ American Express ☐ Discover

Account #: _____ Routing # or Expiration Date (If Credit Card) _____

Number of payments _____ Amount of payment \$ _____ 1st due date _____

Bank Name _____ Bank Phone # _____

Bank Address/City/State/Zip _____

Authorized Signature _____

Date _____



640 Plaza Drive, Suite 300
Highlands Ranch, CO 80129
www.myasfaccount.com
1-800-525-8967

SCHOOL#8329 ☐ New ☐ Renewal ☐ Replacement/Upgrade

Programs offered: ☒ Black Belt Club ☐ Leadership ☐ XMA

Membership Agreement

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants with respect to any aspect of a credit transaction on the basis of race, color, religion, national origin, sex or marital status, or age (provided the applicant has the capacity to contract). The agency that administers compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

(A) BUYER INFORMATION ONLY - TO BE FILLED OUT BY APPLICANT (PLEASE PRINT CLEARLY)

BUYER'S First Name <u>FRISTEN</u>	Last <u>Ockenfels</u>	Birth date	Age	Home Phone	E-mail address
Current mailing address		City	State	Zip	Social Security #
Employer	Position	How long (y/mos)	Work Phone		

YOU, THE BUYER, MAY CANCEL THIS AGREEMENT BY MIDNIGHT OF SCHOOL'S THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT, AND SUCH CANCELLATION MUST BE IN WRITING TO THE SCHOOL. IN THE EVENT THE SCHOOL CLOSES AND CEASES DOING BUSINESS, YOU ARE NO LONGER OBLIGATED TO MAKE PAYMENTS UNDER THIS AGREEMENT.

(B) TO BE FILLED OUT BY SCHOOL EMPLOYEE

1. Today's date is 12/10/08
2. Your agreement begins on 12/10/08 and expires on 12/10/08
3. Other students who may attend:

FIRST LAST DATE OF BIRTH

4. Buyer is a Student? (Circle One) Yes No
5. Total Sales Price \$ 12,995.00
6. Amount of Down Payment is \$ 799.00
7. Remaining Balance to be Paid to ASF \$ 12,196.00

YOUR PAYMENT SCHEDULE WILL BE:

When Payments are due each Month	Number of Monthly Payments	Amount of Monthly Payments	First Payment Due Date-ASF Collects
<u>28th</u>	<u>36</u>	<u>\$200.00</u>	<u>1/12/09</u>

WAIVER AND RELEASE OF LIABILITY: The School urges you and all students to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise class. All exercises, including the use of weights and use of any and all machinery, equipment, and apparatus designed for exercising shall be at the student's sole risk. Student understands that the agreement to use, or selection of exercise programs, methods and types of equipment shall be student's entire responsibility, and the School shall not be liable to student for any claims, demands, injuries, damages, or actions arising due to injury to student's person or property arising out of or in connection with the use by student of the services, facilities, and premises of the School. Student hereby holds the School, its officers, owners, agents and employees harmless from all claims which may be brought against them by student or on student's behalf for any such injuries or claims.

STUDENT'S SIGNATURE Kristen Ockenfels

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE BUYER/STUDENT COULD ASSERT AGAINST THE SCHOOL AS A RESULT OF THIS CONTRACT. RECOVERY BY THE BUYER/STUDENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE BUYER/STUDENT TO THE SCHOOL PURSUANT TO THIS CONTRACT.

DEFAULT AND LATE PAYMENT: Should you default on any payment obligation as called for in this agreement, the entire remaining balance shall be deemed due and payable upon demand, and you agree to pay allowable interest, and all cost of collection, including, but not limited to, collection agency fees, court costs and attorneys' fees. Should any monthly payment become more than 10 days past due, you will be charged a late fee to cover additional administrative expenses and other expenses related to obtaining your payment. A fee will be charged for all returned payments.

CANCELLATION: If by reason of death or permanent disability, the buyer is unable to continue the agreement, the buyer or buyer's estate shall be relieved from the obligations of this contract, and if buyer has prepaid any sum, that amount shall be promptly refunded. Should student(s) permanently move their residence more than 25 miles from an affiliated area, payment on this agreement will be suspended upon payment of an appropriate cancellation fee of \$50.00 and legitimate verification of the move. The buyer may cancel this contract if the health club facility operated by the seller is moved to a location that is more than five (5) miles away from the 9625 East 150th Street, Noblesville, Indiana 46060 address and that the services are no longer available as provided in the contract because of the seller's permanent discontinuance of operation. Student agrees to follow school rules as promulgated from time to time. Violation of these rules may be the cause for suspension or cancellation of membership.

School Representative

Buyer's Signature Kristen Ockenfels

Member's Signature (if different from buyer)

(C) I elect to pay my monthly installment payments by Electronic Funds Transfer (EFT). I understand and agree that should I discontinue this payment method, a \$20.00 fee will be added to each monthly installment to cover the costs of processing and handling.

This form of payment, if discontinued, does not release you from your payment obligation or membership contract.

YOU, THE BUYER, ARE ENTITLED TO A COPY OF THE TIME

ASF INTERNATIONAL EFT AUTHORIZATION

I, Kristen Ockenfels, authorize my bank to make my payment by the method indicated below and post it to my account.

☐ Checking (Must attach voided check.) or ☐ Savings (Must attach deposit slip.) or ☐ Visa ☐ MasterCard ☐ American Express ☐ Discover

Number of payments 36 Amount of payment \$ 200.00 1st due date 1/12/09
Bank Name _____ Bank Phone # _____
Bank Address/City/State/Zip _____
Authorized Signature Kristen Ockenfels Date 12/10/08

640 Plaza Drive, Suite 300, Highlands Ranch, CO 80129 / 303 986 9563 / 800 525 8967 / Fax 303 980 8006 / www.myasfaccount.com

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640 Plaza Drive, Suite 300
Highlands Ranch, CO 80128
www.myasfaccount.com
(800) 525-8967

SCHOOL #7417 ☒ New ☐ Renewal ☐ Replacement/Upgrade

Programs offered: ☒ Black Belt Club ☐ Leadership ☐ XMA

Membership Agreement

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants with respect to any aspect of a credit transaction on the basis of race, color, religion, national origin, sex or marital status, or age (provided the applicant has the capacity to contract). The agency that administers compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

(A) BUYER INFORMATION ONLY - TO BE FILLED OUT BY APPLICANT (PLEASE PRINT CLEARLY)

BUYER'S First Name	Last	Birth date	Age	Home Phone	E-mail address
DANIEL	SANJIN				
Current mailing address	City	State	Zip	Social Security #	
Permanent address if different from above	City	State	Zip	How long at address (yrs/mos)	
Employer	Position	How long (yrs/mos)	Work Phone		

I ELECT TO PAY MY MONTHLY DUES VIA:

- ☐ Electronic Funds Transfer (EFT) from my Bank Account or Credit Card.
☐ Please send me a Payment Coupon Book and mailing labels.

In case of emergency, call: _____

Phone: () _____

(B) TO BE FILLED OUT BY SCHOOL EMPLOYEE

1. Today's date is 6/25/06
2. Your agreement begins on 6/25/06 and expires on UNTIL 1st Dec 06
3. Other students who may attend:
FIRST [REDACTED] LAST [REDACTED] DATE OF BIRTH [REDACTED]
4. Buyer is a Student? (Circle One) Yes No
5. Total Sales Price \$ 5,000.00
6. Amount of Down Payment is \$ 5,000.00
7. Remaining Balance to be Paid to ASF \$ -0.00

WAIVER AND RELEASE OF LIABILITY: The School urges you and all students to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise class. All exercises, including the use of weights and use of any and all machinery, equipment, and apparatus designed for exercising shall be at the student's sole risk. Student understands that the agreement to use, or selection of exercise programs, methods and types of equipment shall be student's entire responsibility, and the School shall not be liable to student for any claims, demands, injuries, damages, or actions arising due to injury to student's person or property arising out of or in connection with the use by student of the services, facilities, and premises of the School. Student hereby holds the School, its officers, owners, agents and employees harmless from all claims which may be brought against them by student or on student's behalf for any such injuries or claims.

STUDENT'S SIGNATURE [Signature]

CANCELLATION: If by reason of death or permanent disability, the buyer is unable to continue the membership, buyer or buyer's estate shall be relieved from the obligations of this contract, and if buyer has prepaid any sum, that amount shall be promptly refunded. Should student(s) permanently move their residence more than 25 miles from an affiliated area, payment on this agreement will be suspended upon payment of an appropriate cancellation fee of \$50.00 and legitimate verification of the move. Student agrees to follow school rules as promulgated from time to time. Violation of these rules may be the cause for suspension or cancellation of membership.

YOUR PAYMENT SCHEDULE WILL BE:

When Payments are due each Month	Number of Monthly Payments	Amount of Monthly Payments	First Payment Due Date-ASF Collects
25th	1	\$ 5,000.00	6/25/06

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES, WHICH THE BUYER/STUDENT COULD ASSERT AGAINST THE SCHOOL AS A RESULT OF THIS CONTRACT. RECOVERY BY THE BUYER/STUDENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE BUYER/STUDENT TO THE SCHOOL PURSUANT TO THIS CONTRACT. YOU THE BUYER MAY CANCEL THIS AGREEMENT BY MIDNIGHT OF SCHOOL'S THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT, AND SUCH CANCELLATION MUST BE IN WRITING TO THE SCHOOL. IN THE EVENT THE SCHOOL CLOSES AND CEASES DOING BUSINESS, YOU ARE NO LONGER OBLIGATED TO MAKE PAYMENTS UNDER THIS AGREEMENT.

DEFAULT AND LATE PAYMENT: Should you default on any payment obligation as called for in this agreement, the entire remaining balance shall be deemed due and payable upon demand, and you agree to pay allowable interest, and all cost of collection, including, but not limited to, collection agency fees, court costs and attorneys' fees. Should any monthly payment become more than 10 days past due, you will be charged a late fee to cover additional administrative expenses and other expenses related to obtaining your payment. A fee will be charged for all returned payments.

YOU, THE BUYER, ARE ENTITLED TO A COPY OF THIS CONTRACT AT THE TIME YOU SIGN IT.

(C) I elect to pay my monthly installment payments by ~~Electronic Funds Transfer (EFT)~~. I understand and agree that should I discontinue this payment method, a \$10.00 fee will be added to each monthly installment to cover the costs of processing and handling. This form of payment, if discontinued, does not release you from your payment obligation or membership contract.

ASF INTERNATIONAL EFT AUTHORIZATION

- I, _____, authorize my bank to make my payment by the method indicated below and post it to my account.
☐ Checking (Must attach voided check.) or ☐ Savings (Must attach deposit slip.) or ☐ Visa ☐ MasterCard ☐ American Express ☐ Discover
Account #: _____ Routing # or Expiration Date (if Credit Card) _____

Amount of payment \$ _____ 1st due date _____

Bank Phone # _____

Bank Address/City/State/Zip _____

Date _____

STATE'S
EXHIBIT

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LIBERTY EXPRESS

NOV-06-2008 17:17



640 Plaza Drive Suite 300
Highlands Ranch, CO 80129
www.myasfaccount.com
1-800-525-8967

SCHOOL#8329 ☐ New ☐ Renewal ☐ Replacement/Upgrade

Programs offered: ☐ Black Belt Club ☐ Leadership ☐ XMA

Membership Agreement

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BUYER INFORMATION ONLY - TO BE FILLED OUT BY APPLICANT (PLEASE PRINT CLEARLY)

BUYER'S First Name		Last	Birth date	Age	Home Phone	E-mail address
Home mailing address		City	State	Zip	Social Security #	
Employer	Position		How long (yrs/mos)	Work Phone		

THE BUYER, MAY CANCEL THIS AGREEMENT BY MIDNIGHT OF SCHOOL'S THIRD BUSINESS DAY AFTER THE END OF THIS AGREEMENT, AND SUCH CANCELLATION MUST BE IN WRITING TO THE SCHOOL. IF THE SCHOOL CLOSES AND CEASES DOING BUSINESS, YOU ARE NO LONGER OBLIGATED TO MAKE PAYMENTS UNDER THIS AGREEMENT.

TO BE FILLED OUT BY SCHOOL EMPLOYEE

Today's date is ____/____/____

Our agreement begins on ____/____/____ and expires on ____/____/____

Other students who may attend:

RST	LAST	DATE OF BIRTH

Buyer is a Student? (Circle One) Yes No

Total Sales Price \$ _____

Amount of Down Payment is \$ _____

Remaining Balance to be Paid to ASF \$ _____

YOUR PAYMENT SCHEDULE WILL BE:

Number of Payments due each Month	Number of Monthly Payments	Amount of Monthly Payments	First Payment Due Date-ASF Collects
		\$ _____	

WAIVER AND RELEASE OF LIABILITY: The School urges you and all students to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise class. All exercises, including the use of weights and use of any and all machinery, equipment, and apparatus designed for exercising shall be at the student's sole risk. Student understands that the agreement to use, or selection of exercise programs, methods and types of equipment shall be student's entire responsibility, and the School shall not be liable to student for any claims, demands, injuries, damages, or actions arising due to injury to student's person or property arising out of or in connection with the use by student of the services, facilities, and premises of the School. Student hereby holds the School, its officers, owners, agents and employees harmless from all claims which may be brought against them by student or on student's behalf for any such injuries or claims.

STUDENT'S SIGNATURE _____

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES, WHICH THE BUYER/STUDENT COULD ASSERT AGAINST THE SCHOOL AS A RESULT OF THIS CONTRACT. RECOVERY BY THE BUYER/STUDENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE BUYER/STUDENT TO THE SCHOOL PURSUANT TO THIS CONTRACT.

DEFAULT AND LATE PAYMENT: Should you default on any payment obligation as called for in this agreement, the entire remaining balance shall be deemed due and payable upon demand, and you agree to pay allowable interest, and all cost of collection, including, but not limited to, collection agency fees, court costs and attorneys' fees. Should any monthly payment become more than 10 days past due, you will be charged a late fee to cover additional administrative expenses and other expenses related to obtaining your payment. A fee will be charged for all returned payments.

TERMINATION: If by reason of death or permanent disability, the buyer is unable to continue the agreement, the buyer or buyer's estate shall be relieved from the obligations of this contract, and if buyer has prepaid any sum, that amount shall be promptly refunded. Should student(s) permanently move their residence more than 25 miles from an affiliated area, payment on this agreement will be suspended upon payment of an appropriate cancellation fee of \$50.00 and legitimate verification of the move. The buyer may void this contract if the health club facility operated by the seller is moved to a location that is more than five (5) miles away from 9625 East 150th Street, Noblesville, Indiana 46060 address and that the services are no longer available as provided in the contract. In case of the seller's permanent discontinuance of operation, Student agrees to follow school rules as promulgated from time to time. Violation of these rules may be the cause for suspension or cancellation of membership.

School Representative _____

Buyer's Signature _____

Member's Signature (if different from buyer) _____

I elect to pay my monthly installment payments by Electronic Funds Transfer (EFT). I understand and agree that should I discontinue this payment method, a \$20.00 fee will be added to my monthly installment to cover the costs of processing and handling.

If payment is discontinued, does not _____

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ASF INTERNATIONAL EFT AUTHORIZATION

I, _____, authorize my bank to make my payment by the method indicated below and post it to my account.

☐ Checking (Must attach voided check.) or ☐ Savings (Must attach deposit slip.) or
☐ Visa ☐ MasterCard ☐ American Express ☐ Discover

Account #: _____ Routing # or Expiration Date (If Credit Card) _____

Number of payments _____, Amount of payment \$ _____, 1st due date _____

Bank Name _____ Bank Phone # _____

Bank Address/City/State/Zip _____

Authorized Signature _____

Date _____

STATE'S
EXHIBIT
F (M)



640 Plaza Drive, Suite 300
Highlands Ranch, CO 80129
www.myasfaceaccount.com
1-800-525-8967

SCHOOL # 3379 L w ☐ Renewal ☐ Replacement/Upgrade

Programs offered: ☒ Black Belt Club ☐ Leadership ☐ XMA

Membership Agreement

2280 INCLUDES (2) LD MEMBERSHIPS + GETAR - 1st GRADUATION

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants with respect to any aspect of a credit transaction on the basis of race, color, religion, national origin, sex or marital status, or age (provided the applicant has the capacity to contract). The agency that administers compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

BUYER INFORMATION ONLY - TO BE FILLED OUT BY APPLICANT (PLEASE PRINT CLEARLY)

BUYER'S First Name <u>Amy</u>	Last <u>Todd</u>	Birth date	Age	Home Phone	E-mail address
Current mailing address		City	State	Zip	Social Security #
Employer		Position	How long (y/m/d)	Work Phone	

YOU, THE BUYER, MAY CANCEL THIS AGREEMENT BY MIDNIGHT OF SCHOOL'S THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT, AND SUCH CANCELLATION MUST BE IN WRITING TO THE SCHOOL. IN THE EVENT THE SCHOOL CLOSES AND CEASES DOING BUSINESS, YOU ARE NO LONGER OBLIGATED TO MAKE PAYMENTS UNDER THIS AGREEMENT.

TO BE FILLED OUT BY SCHOOL EMPLOYEE

Today's date is 1 / 10 / 08
Your agreement begins on 1 / 10 / 08 and expires on 1 / 10 / 10

Other students who may attend:

FIRST	LAST	DATE OF BIRTH
		<u>11/18/03</u>
		<u>7/8/02</u>

Buyer is a Student? (Circle One) Yes No

Total Sales Price \$ 3049.00

Amount of Down Payment is \$ 49.00

Remaining Balance to be Paid to ASF \$ 3000.00

YOUR PAYMENT SCHEDULE WILL BE:

Payments each Month	Number of Monthly Payments	Amount of Monthly Payments	First Payment Due Date ASF Collects
<u>18th</u>	<u>24</u>	<u>\$175.00</u>	<u>1/18/08</u>

WAIVER AND RELEASE OF LIABILITY: The School urges you and all students to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise class. All exercises, including the use of weights and use of any and all machinery, equipment, and apparatus designed for exercising shall be at the student's sole risk. Student understands that the agreement to use, or selection of exercise programs, methods and types of equipment shall be student's entire responsibility, and the School shall not be liable to student for any claims, demands, injuries, damages, or actions arising due to injury to student's person or property arising out of or in connection with the use by student of the services, facilities, and premises of the School. Student hereby holds the School, its officers, owners, agents and employees harmless from all claims which may be brought against them by student or on student's behalf for any such injuries or claims.

STUDENT'S SIGNATURE

Amy Todd

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE BUYER/STUDENT COULD ASSERT AGAINST THE SCHOOL AS A RESULT OF THIS CONTRACT. RECOVERY BY THE BUYER/STUDENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE BUYER/STUDENT TO THE SCHOOL PURSUANT TO THIS CONTRACT.

DEFAULT AND LATE PAYMENT: Should you default on any payment obligation as called for in this agreement, the entire remaining balance shall be deemed due and payable immediately, and you agree to pay allowable interest and all cost of collection, including, but not limited to, collection agency fees, court costs and attorney's fees. Should any monthly payment become more than 10 days past due, you will be charged a late fee of \$10.00 and school administrative center and other expenses related to handling late payment. Late fees will be charged for all subsequent months.

CANCELLATION: If by reason of death or permanent disability, the buyer is unable to continue the agreement, the buyer or buyer's estate shall be relieved from the obligations of this contract, and if buyer has prepaid any sum, that amount shall be promptly refunded. Should student(s) permanently move their residence more than 25 miles from an affiliated area, payment on this agreement be suspended upon payment of an appropriate cancellation fee of \$50.00 and a written verification of the move. The buyer may exit this contract if the health club facility operated by the seller is moved to a location that is more than five (5) miles away from 1025 East 150th Street, Noblesville, Indiana 46061 address and that the services are no longer available as provided in the contract. Violation of these rules may be the cause for suspension or cancellation of membership.

Seller Representative	Buyer's Signature <u>Amy Todd</u>	Member's Signature (if different from buyer)
<p>Agree to pay my monthly installment by Electronic Funds Transfer (EFT). I understand and agree that should I discontinue this method, a \$20.00 fee will be added to monthly installment to cover the costs of printing and handling.</p> <p>Bank of payment, if discontinued, does not</p>		
<p>ASF INTERNATIONAL EFT AUTHORIZATION</p> <p>authorize my bank to make my payment by the method indicated below and post it to my account.</p> <p><input checked="" type="checkbox"/> Checking (Must attach voided check) <input type="checkbox"/> Savings (Must attach deposit slip)</p> <p><input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> American Express <input type="checkbox"/> Discover</p>		
Number of payments <u>24</u>	Amount of payment \$ <u>175.00</u>	Is due date <u>1/18/08</u>
Bank Name	Bank Phone #	
Bank Address / City / State / Zip	Authorized Signature: <u>Amy Todd</u>	
Date	<u>1/10/08</u>	

STATE'S EXHIBIT
F (n)

☐ New ☐ Renewal ☐ Replacement/Upgrade

[illegible]

THE UNIVERSITY OF CHICAGO

100

[illegible]

RECEIVED: 10/1/91

國際海軍委員會報告(四)

VA - 1000

[illegible]

THE BUYER MAY CANCEL THIS AGREEMENT BY MIDNIGHT OF SCHOOL'S THIRD BUSINESS DAY AFTER THE
 OF THIS AGREEMENT, AND SUCH CANCELLATION MUST BE IN WRITING TO THE SCHOOL. IN THE EVENT
 SCHOOL CLOSES AND CEASES DOING BUSINESS, YOU ARE NO LONGER OBLIGATED TO MAKE PAYMENTS
 IN THIS AGREEMENT.

TO BE FILLED OUT BY SCHOOL EMPLOYEE

day's date is 11-8-10-7

his agreement begins on 1/1/81 and expires on

DE WOLF BACK BE 17

her students who may attend:

ST LAST DATE OF BIRTH

WAIVER AND RELEASE OF LIABILITY: The School urges you and all students to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise class. All exercises, including the use of weights and use of any and all machine equipment and apparatus designed for exercising shall be at the student's sole risk. Student understands that the agreement to use, or selection of exercise program, method and type of equipment shall be student's entire responsibility, and the school and staff are not liable to student for any claims, demands, injuries, damages, or compensation due to injury to student's person or property arising out of his connection with the school, student, or the services, facilities, and premises of the school. Student hereby releases, defends, and indemnifies the school and its employees, teachers, staff, claims adjusters, or agent in respect to any student or on student's behalf for any and all claims or damages.

CONCLUSIONS

over 18 a Student? (Circle One) Yes (No)

W-4548-00

49 20

Amount of Down Payment is \$ _____

Outstanding Balance to be Paid to ASP \$ 4,600.00

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE BUYER-STUDENT COULD ASSERT AGAINST THE SCHOOL AS A RESULT OF THIS CONTRACT. DELIVERY BY THE BUYER-STUDENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE BUYER-STUDENT TO THE SCHOOL PURSUANT TO THIS CONTRACT.

YOUR PAYMENT SCHEDULE WILL BE

Payments to each Month	Number of Monthly Payments	Amount of Monthly Payments	First Payment Due Date And Collector
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5/16/84 125 0.0 26/10/84

DEFERRED AND LATE PAYMENTS Should you default on any payment obligation incurred by a loan agreement, the same remaining balance shall be deemed due and payable forthwith, and you agree to pay the full amount of interest and all late collection charges, but not limited to collection charges, on any such account and amounts due. Should a monthly payment be more than 15 days past due, you will be charged a late fee of \$5.00 per month until the account is paid in full. You will be required to maintain a minimum 10% down payment on the account and you will be required to maintain a minimum 10% down payment on the account.

[illegible]

John B. Williams, Jr. John S. Schmitt

Member's Signature (if different from buyer)

1. The fee for processing the application for a permit to transfer the property shall be \$200.00. The fee will be added to the permit fee to cover the costs of processing and handling.

AN INTERNATIONAL KEYWORD AUTHORIZATION

authorize my bank to make my payment by the method indicated below and

☐ Check ☐ Bill ☐ ACH ☐ Credit Card ☐ Savings (attach deposit slip) or
☐ Visa ☐ MasterCard ☐ American Express ☐ Discover

Page 11 of 11 (11th of 11 pages) - 11/11

Amount of payment	\$6	Amount of payment \$	17.50	1st due date	11/1/71
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Bank Name	Credit Limit	Bank Phone
Chase Bank	\$100,000	(800) 762-2888
Wells Fargo	\$100,000	(800) 950-5610
Bank of America	\$100,000	(800) 732-2811
Citibank	\$100,000	(800) 950-5610
PNC Financial Services Group Inc.	\$100,000	(800) 762-2888
Fifth Third Bank	\$100,000	(800) 950-5610
SunTrust Banks Inc.	\$100,000	(800) 732-2811
TD Bank	\$100,000	(800) 950-5610
Capital One Bank	\$100,000	(800) 762-2888
USAA	\$100,000	(800) 950-5610
First Citizens Bank	\$100,000	(800) 732-2811
Regions Bank	\$100,000	(800) 950-5610
BBVA USA	\$100,000	(800) 762-2888
Marriott Bank	\$100,000	(800) 950-5610
Bank of Montreal	\$100,000	(800) 732-2811
JP Morgan Chase	\$100,000	(800) 950-5610
Bank of New York Mellon	\$100,000	(800) 762-2888
Bank of Canada	\$100,000	(800) 950-5610
Bank of England	\$100,000	(800) 732-2811
Bank of France	\$100,000	(800) 950-5610
Bank of Germany	\$100,000	(800) 762-2888
Bank of Italy	\$100,000	(800) 950-5610
Bank of Japan	\$100,000	(800) 732-2811
Bank of Korea	\$100,000	(800) 950-5610
Bank of Mexico	\$100,000	(800) 762-2888
Bank of Russia	\$100,000	(800) 950-5610
Bank of Spain	\$100,000	(800) 732-2811
Bank of Sweden	\$100,000	(800) 950-5610
Bank of Switzerland	\$100,000	(800) 762-2888
Bank of Taiwan	\$100,000	(800) 950-5610
Bank of Thailand	\$100,000	(800) 732-2811
Bank of United Kingdom	\$100,000	(800) 950-5610
Bank of United States	\$100,000	(800) 762-2888
Bank of Vietnam	\$100,000	(800) 950-5610
Bank of China	\$100,000	(800) 732-2811
Bank of India	\$100,000	(800) 950-5610
Bank of Australia	\$100,000	(800) 762-2888
Bank of Brazil	\$100,000	(800) 950-5610
Bank of Argentina	\$100,000	(800) 732-2811
Bank of Chile	\$100,000	(800) 950-5610
Bank of Peru	\$100,000	(800) 762-2888
Bank of Colombia	\$100,000	(800) 950-5610
Bank of Venezuela	\$100,000	(800) 732-2811
Bank of Ecuador	\$100,000	(800) 950-5610
Bank of Bolivia	\$100,000	(800) 762-2888
Bank of Paraguay	\$100,000	(800) 950-5610
Bank of Uruguay	\$100,000	(800) 732-2811
Bank of Cuba	\$100,000	(800) 950-5610
Bank of Haiti	\$100,000	(800) 762-2888
Bank of Dominican Republic	\$100,000	(800) 950-5610
Bank of Puerto Rico	\$100,000	(800) 732-2811
Bank of Costa Rica	\$100,000	(800) 950-5610
Bank of Panama	\$100,000	(800) 762-2888
Bank of Nicaragua	\$100,000	(800) 950-5610
Bank of Honduras	\$100,000	(800) 732-2811
Bank of Guatemala	\$100,000	(800) 950-5610
Bank of El Salvador	\$100,000	(800) 762-2888
Bank of Belize	\$100,000	(800) 950-5610
Bank of Barbados	\$100,000	(800) 732-2811
Bank of Guyana	\$100,000	(800) 950-5610
Bank of Suriname	\$100,000	(800) 762-2888
Bank of French Guiana	\$100,000	(800) 950-5610
Bank of Martinique	\$100,000	(800) 732-2811
Bank of Guadeloupe	\$100,000	(800) 950-5610
Bank of Reunion	\$100,000	(800) 762-2888
Bank of Mayotte	\$100,000	(800) 950-5610
Bank of Comoros	\$100,000	(800) 732-2811
Bank of Madagascar	\$100,000	(800) 950-5610
Bank of Mauritius	\$100,000	(800) 762-2888
Bank of Seychelles	\$100,000	(800) 950-5610
Bank of Maldives	\$100,000	(800) 732-2811
Bank of Sri Lanka	\$100,000	(800) 950-5610
Bank of Nepal	\$100,000	(800) 762-2888
Bank of Bhutan	\$100,000	(800) 950-5610
Bank of Mongolia	\$100,000	(800) 732-2811
Bank of Kazakhstan	\$100,000	(800) 950-5610
Bank of Kyrgyzstan	\$100,000	(800) 762-2888
Bank of Uzbekistan	\$100,000	(800) 950-5610
Bank of Turkmenistan	\$100,000	(800) 732-2811
Bank of Tajikistan	\$100,000	(800) 950-5610
Bank of Georgia	\$100,000	(800) 762-2888
Bank of Armenia	\$100,000	(800) 950-5610
Bank of Azerbaijan	\$100,000	(800) 732-2811
Bank of Belarus	\$100,000	(800)

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Dark A. delens/cm-Sm

Date: _____

STATE'S EXHIBIT

F (O)



640 Plaza Drive, Suite 300
Highlands Ranch, CO 80129
www.myasfaccount.com
1-800-525-8967

SCHOOL #8329 ☐ New ☐ Renewal ☐ Replacement/Upgrade

Programs offered: ☐ Black Belt Club ☐ Leadership ☐ XMA

Membership Agreement

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants with respect to any aspect of a credit transaction on the basis of race, color, religion, national origin, sex or marital status, or age (provided the applicant has the capacity to contract). The agency that administers compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

A) BUYER INFORMATION ONLY - TO BE FILLED OUT BY APPLICANT (PLEASE PRINT CLEARLY)

BUYER'S First Name	Last	Birth date	Age	Home Phone	E-mail address
Current mailing address City State Zip Social Security #					
Employer	Position	How long (yrs/mos)	Work Phone		

YOU, THE BUYER, MAY CANCEL THIS AGREEMENT BY MIDNIGHT OF SCHOOL'S THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT, AND SUCH CANCELLATION MUST BE IN WRITING TO THE SCHOOL. IN THE EVENT THE SCHOOL CLOSES AND CEASES DOING BUSINESS, YOU ARE NO LONGER OBLIGATED TO MAKE PAYMENTS UNDER THIS AGREEMENT.

B) TO BE FILLED OUT BY SCHOOL EMPLOYEE

Today's date is _____

Your agreement begins on _____ and expires on _____

Other students who may attend:

FIRST	LAST	DATE OF BIRTH

i. Buyer is a Student? (Circle One) Yes No

ii. Total Sales Price \$ _____

iii. Amount of Down Payment is \$ _____

iv. Remaining Balance to be Paid to ASF \$ _____

WAIVER AND RELEASE OF LIABILITY: The School urges you and all students to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise class. All exercises, including the use of weights and use of any and all machinery, equipment, and apparatus designed for exercising shall be at the student's sole risk. Student understands that the agreement to use, or selection of exercise programs, methods and types of equipment shall be student's entire responsibility, and the School shall not be liable to student for any claims, demands, injuries, damages, or actions arising due to injury to student's person or property arising out of or in connection with the use by student of the services, facilities, and premises of the School. Student hereby holds the School, its officers, owners, agents and employees harmless from all claims which may be brought against them by student or on student's behalf for any such injuries or claims.

STUDENT'S SIGNATURE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES, WHICH THE BUYER/STUDENT COULD ASSERT AGAINST THE SCHOOL AS A RESULT OF THIS CONTRACT. RECOVERY BY THE BUYER/STUDENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE BUYER/STUDENT TO THE SCHOOL PURSUANT TO THIS CONTRACT.

DEFAULT AND LATE PAYMENT: Should you default on any payment obligation as called for in this agreement, the entire remaining balance shall be deemed due and payable upon demand, and you agree to pay allowable interest, and all cost of collection, including, but not limited to, collection agency fees, court costs and attorneys' fees. Should any monthly payment become more than 10 days past due, you will be charged a late fee to cover additional administrative expenses and other expenses related to obtaining your payment. A fee will be charged for all returned payments.

YOUR PAYMENT SCHEDULE WILL BE:

When Payments are due each Month	Number of Monthly Payments	Amount of Monthly Payments	First Payment Due Date-ASF Collects
		\$ _____	

CANCELLATION: If by reason of death or permanent disability, the buyer is unable to continue the agreement, the buyer or buyer's estate shall be relieved from the obligations of this contract, and if buyer has prepaid any sum, that amount shall be promptly refunded. Should student(s) permanently move their residence more than 25 miles from an affiliated area, payment on this agreement will be suspended upon payment of an appropriate cancellation fee of \$50.00 and legitimate verification of the move. The buyer may cancel this contract if the health club facility operated by the seller is moved to a location that is more than five (5) miles away from the 9625 East 150th Street, Noblesville, Indiana 46060 address and that the services are no longer available as provided in the contract because of the seller's permanent discontinuance of operation. Student agrees to follow school rules as promulgated from time to time. Violation of these rules may be the cause for suspension or cancellation of membership.

School Representative	Buyer's Signature	Member's Signature (if different from buyer)
<p>i. I elect to pay my monthly installment payments by Electronic Funds Transfer (EFT). I understand and agree that should I discontinue this payment method, a \$20.00 fee will be added to each monthly installment to cover the costs of processing and handling.</p> <p>his form of payment, if discontinued, does not</p>		
<p>ASF INTERNATIONAL EFT AUTHORIZATION</p> <p>I, _____, authorize my bank to make my payment by the method indicated below and post it to my account.</p> <p><input type="checkbox"/> Checking (Must attach voided check.) or <input type="checkbox"/> Savings (Must attach deposit slip.) or</p> <p><input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> American Express <input type="checkbox"/> Discover</p>		
<p>Number of payments _____, Amount of payment \$ _____, 1st due date _____</p> <p>Bank Name _____ Bank Phone # _____</p> <p>Bank Address/City/State/Zip _____</p> <p>Authorized Signature _____ Date _____</p>		

EXHIBIT G

ZIONSVILLE CONTRACTS



640 Plaza Drive, Ste 300
Highlands Ranch, CO 80129
www.myasfaccount.com
1-800-525-8967

SCHOOL#8474 ☐ New ☐ Renewal ☐ Replacement/Upgrade

Programs offered: ☐ Black Belt Club ☒ Leadership ☐ XMA

Membership Agreement

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants with respect to any aspect of a credit transaction on the basis of race, color, religion, national origin, sex or marital status, or age (provided the applicant has the capacity to contract). The agency that administers compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

A) BUYER INFORMATION ONLY - TO BE FILLED OUT BY APPLICANT (PLEASE PRINT CLEARLY)

BUYER'S First Name <u>Leroy</u>	Last <u>Devine</u>	Birth date <u>[redacted]</u>	Age <u>[redacted]</u>	Home Phone <u>[redacted]</u>	E-mail address <u>[redacted]</u>
Current mailing address <u>[redacted]</u>		City <u>[redacted]</u>	State <u>[redacted]</u>	Zip <u>[redacted]</u>	Social Security # <u>[redacted]</u>
Employer <u>[redacted]</u>	Position <u>[redacted]</u>	How long (yrs/mos) <u>[redacted]</u>	Work Phone <u>[redacted]</u>		

YOU, THE BUYER, MAY CANCEL THIS AGREEMENT BY MIDNIGHT OF SCHOOL'S THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT, AND SUCH CANCELLATION MUST BE IN WRITING TO THE SCHOOL. IN THE EVENT THE SCHOOL CLOSES AND CEASES DOING BUSINESS, YOU ARE NO LONGER OBLIGATED TO MAKE PAYMENTS UNDER THIS AGREEMENT.

B) TO BE FILLED OUT BY SCHOOL EMPLOYEE

Today's date is 5/10/08
Your agreement begins on 5/10/08 and expires on 1st degree black belt - 1st Family member
Other students who may attend:

FIRST <u>[redacted]</u>	LAST <u>[redacted]</u>	DATE OF BIRTH <u>[redacted]</u>
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Buyer is a Student? (Circle One) ☒ Yes ☐ No

Total Sales Price \$ 8799.00

Amount of Down Payment is \$ 79.00

Remaining Balance to be Paid to ASF \$ 8700.00

YOUR PAYMENT SCHEDULE WILL BE:

When Payments due each Month	Number of Monthly Payments	Amount of Monthly Payments	First Payment Due Date-ASF Collects
<u>17th</u>	<u>29</u>	<u>\$300.00</u>	<u>12/17/08</u>

WAIVER AND RELEASE OF LIABILITY: The School urges you and all students to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise class. All exercises, including the use of weights and use of any and all machinery, equipment, and apparatus designed for exercising shall be at the student's sole risk. Student understands that the agreement to use, or selection of exercise programs, methods and types of equipment shall be student's entire responsibility, and the School shall not be liable to student for any claims, demands, injuries, damages, or actions arising due to injury to student's person or property arising out of or in connection with the use by student of the services, facilities, and premises of the School. Student hereby holds the School, its officers, owners, agents and employees harmless from all claims which may be brought against them by student or on student's behalf for any such injuries or claims.

STUDENT'S SIGNATURE

Leroy A Devine

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES, WHICH THE BUYER/STUDENT COULD ASSERT AGAINST THE SCHOOL AS A RESULT OF THIS CONTRACT. RECOVERY BY THE BUYER/STUDENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE BUYER/STUDENT TO THE SCHOOL PURSUANT TO THIS CONTRACT.

DEFAULT AND LATE PAYMENT: Should you default on any payment obligation as called for in this agreement, the entire remaining balance shall be deemed due and payable upon demand, and you agree to pay allowable interest, and all cost of collection, including, but not limited to, collection agency fees, court costs and attorneys' fees. Should any monthly payment become more than 10 days past due, you will be charged a late fee to cover additional administrative expenses and other expenses related to obtaining your payment. A fee will be charged for all returned payments.

CANCELLATION: If by reason of death or permanent disability, the buyer is unable to continue the agreement, the buyer or buyer's estate shall be relieved from the obligations of this contract, and if buyer has prepaid any sum, that amount shall be promptly refunded. Should student(s) permanently move their residence more than 25 miles from an affiliated area, payment on this agreement will be suspended upon payment of an appropriate cancellation fee of \$50.00 and legitimate verification of the move. The buyer may cancel this contract if the health club facility operated by the seller is moved to a location that is more than five (5) miles away from the 4400 Weston Pointe Drive Zionsville, Indiana 46077 address and that the services are no longer available as provided in the contract because of the seller's permanent discontinuance of operation. Student agrees to follow school rules as promulgated from time to time. Violation of these rules may be the cause for suspension or cancellation of membership.

School Representative [redacted] Buyer's Signature Leroy A Devine Member's Signature (if different from buyer)

I elect to pay my monthly installment payments by Electronic Funds Transfer (EFT). I understand and agree that should I discontinue this payment method, a \$20.00 fee will be added to each monthly installment to cover the costs of processing and handling.

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ASF INTERNATIONAL EFT AUTHORIZATION

I, Leroy A Devine, authorize my bank to make my payment by the method indicated below and post it to my account.

☐ Checking (Must attach voided check.) or ☐ Savings (Must attach deposit slip.) or
☐ Visa ☒ MasterCard ☐ American Express ☐ Discover

Number of payments 29 Amount of payment \$ 800.00 1st due date 12/17/08

Bank Name

Bank Phone #

Bank Address/City/State/Zip

Authorized Signature Leroy A Devine

Date 5/10/2008



640 Plaza Drive Suite 300
Highlands Ranch, CO 80129
www.myasfaccount.com
1-800-525-8967

SCHOOL#8474 ☒ New ☐ Renewal ☐ Replacement/Upgrade

Programs offered: ☒ Black Belt Club ☐ Leadership ☐ XMA

Membership Agreement

Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants with respect to any aspect of a credit transaction on the basis of race, color, religion, national origin, sex or marital status, or age (provided the applicant has the capacity to contract). The agency that administers compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

BUYER INFORMATION ONLY - TO BE FILLED OUT BY APPLICANT (PLEASE PRINT CLEARLY)

BUYER'S First Name	Last	Birth date	Age	Home Phone	E-mail address
John	Mosch				
rent mailing address	City	State	Zip	Social Security #	
Employer	Position	How long (yrs/mos)	Work Phone		

YOU, THE BUYER, MAY CANCEL THIS AGREEMENT BY MIDNIGHT OF SCHOOL'S THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT, AND SUCH CANCELLATION MUST BE IN WRITING TO THE SCHOOL. IN THE EVENT THE SCHOOL CLOSES AND CEASES DOING BUSINESS, YOU ARE NO LONGER OBLIGATED TO MAKE PAYMENTS UNDER THIS AGREEMENT.

TO BE FILLED OUT BY SCHOOL EMPLOYEE

Today's date is 6/8/08

Our agreement begins on 6/8/08 and expires on

Student Black Belt - 1st Family member

Other students who may attend:

RST LAST DATE OF BIRTH

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Buyer is a Student? (Circle One) ☒ Yes ☐ No

Total Sales Price \$ 72,700.00

Amount of Down Payment is \$ 9700

Remaining Balance to be Paid to ASF \$ 7200.00

YOUR PAYMENT SCHEDULE WILL BE:

Number of Payments due each Month	Number of Monthly Payments	Amount of Monthly Payments	First Payment Due Date-ASF Collects
15 th	36	\$200.00	7/15/08

WAIVER AND RELEASE OF LIABILITY: The School urges you and all students to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise class. All exercises, including the use of weights and use of any and all machinery, equipment, and apparatus designed for exercising shall be at the student's sole risk. Student understands that the agreement to use, or selection of exercise programs, methods and types of equipment shall be student's entire responsibility, and the School shall not be liable to student for any claims, demands, injuries, damages, or actions arising due to injury to student's person or property arising out of or in connection with the use by student of the services, facilities, and premises of the School. Student hereby holds the School, its officers, owners, agents and employees harmless from all claims which may be brought against them by student or on student's behalf for any such injuries or claims.

STUDENT'S SIGNATURE [Signature]

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES, WHICH THE BUYER/STUDENT COULD ASSERT AGAINST THE SCHOOL AS A RESULT OF THIS CONTRACT. RECOVERY BY THE BUYER/STUDENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE BUYER/STUDENT TO THE SCHOOL PURSUANT TO THIS CONTRACT.

DEFAULT AND LATE PAYMENT: Should you default on any payment obligation as called for in this agreement, the entire remaining balance shall be deemed due and payable upon demand, and you agree to pay allowable interest, and all cost of collection, including, but not limited to, collection agency fees, court costs and attorneys' fees. Should any monthly payment become more than 10 days past due, you will be charged a late fee to cover additional administrative expenses and other expenses related to obtaining your payment. A fee will be charged for all returned payments.

CANCELLATION: If by reason of death or permanent disability, the buyer is unable to continue the agreement, the buyer or buyer's estate shall be relieved from the obligations of this contract, and if buyer has prepaid any sum, that amount shall be promptly refunded. Should student(s) permanently move their residence more than 25 miles from an affiliated area, payment on this agreement shall be suspended upon payment of an appropriate cancellation fee of \$50.00 and legitimate verification of the move. The buyer may cancel this contract if the health club facility operated by the seller is moved to a location that is more than five (5) miles away from 4400 Weston Pointe Drive Zionsville, Indiana 46077 address and that the services are no longer available as provided in the contract because of the seller's permanent discontinuance of operation. Student agrees to follow school rules as promulgated from time to time. Violation of these rules may be the cause for suspension or cancellation of membership.

School Representative	Buyer's Signature	Member's Signature (if different from buyer)
I elect to pay my monthly installment payments by Electronic Funds Transfer (EFT). I understand and agree that should I discontinue this payment method, a \$20.00 fee will be added to my monthly installment to cover the costs of processing and handling.	ASF INTERNATIONAL EFT AUTHORIZATION I, <u>Leanne M. Mosch</u> , authorize my bank to make my payment by the method indicated below and post it to my account. <input type="checkbox"/> Checking (Must attach voided check.) or <input type="checkbox"/> Savings (Must attach deposit slip.) or <input checked="" type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> American Express <input type="checkbox"/> Discover	
Form of payment, if discontinued, does not constitute a withdrawal of funds.	Account #: <u>[Redacted]</u> Routing # or Expiration Date (If Credit Card) <u>[Redacted]</u> Number of payments <u>36</u> Amount of payment \$ <u>200.00</u> 1st due date <u>7/15/08</u> Bank Name <u>[Redacted]</u> Bank Phone # <u>[Redacted]</u> Bank Address/City/State/Zip <u>[Redacted]</u> Authorized Signature <u>[Signature]</u> Date <u>6-8-08</u>	

STATE'S EXHIBIT

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640 Plaza Drive Suite 300
Highlands Ranch, CO 80129
www.myasfaccount.com
1-800-525-8967

SCHOOL#8474 ☒ New ☐ Renewal ☐ Replacement/Upgrade

Programs offered: ☒ Black Belt Club ☐ Leadership ☐ XMA

Membership Agreement

Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants with respect to any aspect of a credit transaction on the basis of race, color, religion, national origin, sex or marital status, or age (provided the applicant has the capacity to contract). The agency that administers compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

BUYER INFORMATION ONLY - TO BE FILLED OUT BY APPLICANT (PLEASE PRINT CLEARLY)

BUYER'S First Name	Last	Birth date	Age	Home Phone	E-mail address
al	Messock				
Current mailing address	City	State	Zip	Social Security #	
Employer	Position	How long (yrs/mos)	Work Phone		

U, THE BUYER, MAY CANCEL THIS AGREEMENT BY MIDNIGHT OF SCHOOL'S THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT, AND SUCH CANCELLATION MUST BE IN WRITING TO THE SCHOOL. IN THE EVENT THE SCHOOL CLOSES AND CEASES DOING BUSINESS, YOU ARE NO LONGER OBLIGATED TO MAKE PAYMENTS UNDER THIS AGREEMENT.

TO BE FILLED OUT BY SCHOOL EMPLOYEE

Today's date is 6/9/08
Your agreement begins on 6/9/08 and expires on 1 day - 1st family member
Other students who may attend: _____

IRST	LAST	DATE OF BIRTH

Buyer is a Student? (Circle One) ☒ Yes ☐ No

Total Sales Price \$ 5760.00

Amount of Down Payment is \$ 5760.00

Remaining Balance to be Paid to ASF \$ 0

WAIVER AND RELEASE OF LIABILITY: The School urges you and all students to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise class. All exercises, including the use of weights and use of any and all machinery, equipment, and apparatus designed for exercising shall be at the student's sole risk. Student understands that the agreement to use, or selection of exercise programs, methods and types of equipment shall be student's entire responsibility, and the School shall not be liable to student for any claims, demands, injuries, damages, or actions arising due to injury to student's person or property arising out of or in connection with the use by student of the services, facilities, and premises of the School. Student hereby holds the School, its officers, owners, agents and employees harmless from all claims which may be brought against them by student or on student's behalf for any such injuries or claims.

STUDENT'S SIGNATURE Paul Messock

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES, WHICH THE BUYER/STUDENT COULD ASSERT AGAINST THE SCHOOL AS A RESULT OF THIS CONTRACT. RECOVERY BY THE BUYER/STUDENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE BUYER/STUDENT TO THE SCHOOL PURSUANT TO THIS CONTRACT.

YOUR PAYMENT SCHEDULE WILL BE:

Number of Payments due each Month	Number of Monthly Payments	Amount of Monthly Payments	First Payment Due Date-ASF Collects
X	1	\$5760.00	X

DEFAULT AND LATE PAYMENT: Should you default on any payment obligation as called for in this agreement, the entire remaining balance shall be deemed due and payable upon demand, and you agree to pay allowable interest, and all cost of collection, including, but not limited to, collection agency fees, court costs and attorneys' fees. Should any monthly payment become more than 10 days past due, you will be charged a late fee to cover additional administrative expenses and other expenses related to obtaining your payment. A fee will be charged for all returned payments.

CANCELLATION: If by reason of death or permanent disability, the buyer is unable to continue the agreement, the buyer or buyer's estate shall be relieved from the obligations of this contract, and if buyer has prepaid any sum, that amount shall be promptly refunded. Should student(s) permanently move their residence more than 25 miles from an affiliated area, payment on this agreement shall be suspended upon payment of an appropriate cancellation fee of \$50.00 and legitimate verification of the move. The buyer may cancel this contract if the health club facility operated by the seller is moved to a location that is more than five (5) miles away from 4400 Weston Pointe Drive Zionsville, Indiana 46077 address and that the services are no longer available as provided in the contract because of the seller's permanent discontinuance of operation. Student agrees to follow school rules as promulgated from time to time. Violation of these rules may be the cause for suspension or cancellation of membership.

School Representative [Signature] Buyer's Signature Paul Messock Member's Signature (if different from buyer) _____

I elect to pay my monthly installment payments by Electronic Funds Transfer (EFT). I understand and agree that should I discontinue this payment method, a \$20.00 fee will be added to my monthly installment to cover the costs of processing and handling.

Form of payment, if discontinued, does not apply on or after _____

ASF INTERNATIONAL EFT AUTHORIZATION

I, _____, authorize my bank to make my payment by the method indicated below and post it to my account.

☐ Checking (Must attach voided check.) or ☐ Savings (Must attach deposit slip.) or
☐ Visa ☐ MasterCard ☐ American Express ☐ Discover

Account #: _____ Routing # or Expiration Date (if Credit Card) _____

Number of payments _____ Amount of payment \$ _____ 1st due date _____

Bank Name _____ Bank Phone # _____

Bank Address/City/State/Zip _____

Authorized Signature _____

Date _____

STATE'S
EXHIBIT

DATE TO A
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640 Plaza Drive Suite 300
Highlands Ranch, CO 80129
www.myasfaccount.com
1-800-525-8967

SCHOOL#8474 ☒ New

Renewal ☐ Replacement/Upgrade

Programs offered: ☒ Black Belt Club ☐ Leadership ☐ XMA

Membership Agreement

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BUYER INFORMATION ONLY - TO BE FILLED OUT BY APPLICANT (PLEASE PRINT CLEARLY)

BUYER'S First Name <u>Micah</u>	Last <u>Tragesser</u>	Birth date	Age	Home Phone	E-mail address
Current mailing address	City	State	Zip	Social Security #	
Employer	Position	How long (yrs/mos)	Work Phone		

U, THE BUYER, MAY CANCEL THIS AGREEMENT BY MIDNIGHT OF SCHOOL'S THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT, AND SUCH CANCELLATION MUST BE IN WRITING TO THE SCHOOL. IN THE EVENT THE SCHOOL CLOSES AND CEASES DOING BUSINESS, YOU ARE NO LONGER OBLIGATED TO MAKE PAYMENTS UNDER THIS AGREEMENT.

TO BE FILLED OUT BY SCHOOL EMPLOYEE

Today's date is 3/9/08

Our agreement begins on 3/9/08 and expires on 3/1/09

Other students who may attend:

RST LAST DATE OF BIRTH

Buyer is a Student? (Circle One) Yes No

Total Sales Price \$ 7299.00

Amount of Down Payment is \$ 99.00

Remaining Balance to be Paid to ASF \$ 7200.00

YOUR PAYMENT SCHEDULE WILL BE:

Payments due each Month	Number of Monthly Payments	Amount of Monthly Payments	First Payment Due Date ASF Collects
<u>15th</u>	<u>36</u>	<u>\$200.00</u>	<u>3/15/08</u>

WAIVER AND RELEASE OF LIABILITY: The School urges you and all students to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise class. All exercises, including the use of weights and use of any and all machinery, equipment, and apparatus designed for exercising shall be at the student's sole risk. Student understands that the agreement to use, or selection of exercise programs, methods and types of equipment shall be student's entire responsibility, and the School shall not be liable to student for any claims, demands, injuries, damages, or actions arising due to injury to student's person or property arising out of or in connection with the use by student of the services, facilities, and premises of the School. Student hereby holds the School, its officers, owners, agents and employees harmless from all claims which may be brought against them by student or on student's behalf for any such injuries or claims.

STUDENT'S SIGNATURE

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DEFAULT AND LATE PAYMENT: Should you default on any payment obligation as called for in this agreement, the entire remaining balance shall be deemed due and payable upon demand, and you agree to pay allowable interest, and all cost of collection, including, but not limited to, collection agency fees, court costs and attorneys' fees. Should any monthly payment become more than 10 days past due, you will be charged a late fee to cover additional administrative expenses and other expenses related to obtaining your payment. A fee will be charged for all returned payments.

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School Representative [Signature] Buyer's Signature Micah Tragesser Member's Signature (if different from buyer)

I elect to pay my monthly installment payments by Electronic Funds Transfer (EFT). I understand and agree that should I discontinue this payment method, a \$20.00 fee will be added to my monthly installment to cover the costs of processing and handling.

Form of payment, if discontinued, does not

ASF INTERNATIONAL EFT AUTHORIZATION

I, Micah Tragesser, authorize my bank to make my payment by the method indicated below and post it to my account.

☐ Checking (Must attach voided check.) or ☐ Savings (Must attach deposit slip.) or
☒ Visa ☐ MasterCard ☐ American Express ☐ Discover

Number of payments 36 Amount of payment \$ 200.00 1st due date 3/15/08

Bank Name Bank Phone #

Bank Address/City/State/Zip

Authorized Signature Micah Tragesser

Date 3/9/08

STATE'S
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TIME